

COLLECTIVE AGREEMENT

Between



DELTA

DELTA AIR LINES Inc.

and



TC LOCAL 1976

of the

UNITED STEELWORKERS

(Expiring May 31st 2023)

Table of Contents

ARTICLE 1: RECOGNITION.....	4
ARTICLE 2: CLASSIFICATION OF WORK.....	4
ARTICLE 3: HOURS OF SERVICE	5
ARTICLE 4: SHIFT TRADES	8
ARTICLE 5: EXCESS HOURS	10
ARTICLE 6: HOLIDAYS.....	12
ARTICLE 7: POSITION RATES	15
ARTICLE 8: SERVICE AWAY FROM HEADQUARTERS	16
ARTICLE 9: SENIORITY	17
ARTICLE 10: FILLING OF VACANCIES.....	19
ARTICLE 11: REDUCTION IN FORCES	22
ARTICLE 12: REPORTING AND NOT USED.....	29
ARTICLE 13: PROMOTION TO OTHER BRANCHES OF SERVICE AND OFFICIAL POSITIONS.....	29
ARTICLE 14: LEAVES OF ABSENCE	30
ARTICLE 15: HEALTH AND SAFETY.....	32
ARTICLE 16: VACATIONS.....	33
ARTICLE 17: SICK LEAVE	37
ARTICLE 18: FREE TRANSPORTATION	39
ARTICLE 19: GRIEVANCES AND DISCIPLINE.....	40
ARTICLE 20: (RESERVED FOR FUTURE USE).....	42
ARTICLE 21: SHIFT PREMIUMS.....	42
ARTICLE 22: UNIFORMS	43
ARTICLE 23: INSURANCE	44
APPENDIX A – Essential elements of supplemental medical plan.....	48
APPENDIX B - Long Term Disability Coverage.....	54
ARTICLE 24: GENERAL AND MISCELLANEOUS	55
ARTICLE 25: BASIS OF PAY	58
ARTICLE 26: CHECK-OFF	60
ARTICLE 27: SAVING CLAUSE.....	62

ARTICLE 28: EFFECTIVE DATE AND DURATION.....	62
Schedule A Pay Scales.....	64
APPENDIX 1 – Working Group to Study Sick Leave	65
APPENDIX 2 – [Reserved for Future Use].....	66
APPENDIX 3 – Red Coat/ALA/CSA-Secretary Selection Matrix.....	67
APPENDIX 4 - Insurance.....	69
APPENDIX 5 through 6 Reserved for Future Use	70
APPENDIX 7 - ASD/SIV Date Escalation Process	71
APPENDIX 8 through 10 Reserved for Future Use	72
03/31/1984 – Reporting for Work Under the Influence of Alcohol	74
08/30/1985 – Falsification of Records	75
04/24/1987 – Ramp Operations at Montreal and Toronto	76
03/02/1989 – Side Letters.....	77
12/04/1995 – Customer Service Work at Vancouver	78
04/20/1999 – Provincial Medical Programs – Supplemental Medical Insurance	79
04/20/1999 – Retirement Plan Agreement.....	80
Notes.....	82

This Agreement is made and entered into in accordance with the provisions of the Canada Labour Code by and between Delta Air Lines, Inc. ("Company") and the Agent employees employed by it in Canada who are represented by the TC Local 1976 of the United Steelworkers (hereinafter "USW" or "Union"). The predecessor agreement to this Agreement is the agreement between Northwest Airlines, Inc. and transportation agent, ticket sales agent and reservation sales agent employees in the service of Northwest Airlines, Inc. in Canada signed on August 30, 1985, as represented by the Brotherhood of Railway and Airline Clerks (including all side letters or amendments incorporated therein or otherwise executed prior to the date of signing of this Agreement and including the Transition Agreement for Fleet and Passenger Service Employees of Northwest Airlines, Inc. in Canada signed on April 24, 1987). **The English version of the collective agreement governs in the case of conflict between the terms of the English and French version.**

ARTICLE 1: RECOGNITION

The Company hereby recognizes the Union as the duly designated and authorized representative of all employees of Delta Air Lines, Inc. engaged in customer service functions at airports in Canada excluding **Operations Service Managers ("OSM")** and those above the rank of **OSM** and secretarial assistants to the station managers.

ARTICLE 2: CLASSIFICATION OF WORK

A. Customer Service Agent

The term "Customer Service Agent" as used herein shall mean an employee whose duties are generally assigned to load supervision, passenger service and any other duties that may be necessarily assigned to a Customer Service Agent.

B. Red Coat/Aircraft Load Agent

The term "Red Coat/Aircraft Load Agent" as used herein shall mean an employee who, in addition to working as a Customer Service Agent, is responsible for the training and supervision of other CSAs on shift and administrative tasks assigned by management. Red Coats are a part of the above wing complement and are responsible for and take a proactive role in all aspects of customer service, passenger handling and conflict resolution. Aircraft Load Agents ("ALA") are a part of the below wing complement and are responsible for a safe, secure, and on-time ramp operation.

C. Secretary-Customer Service Agent

The term "Secretary-Customer Service Agent" as used herein shall mean an employee employed by the Company in that capacity.

D. All normal and customary customer service agent work assigned to and being performed as of July 13, 1989, by employees covered under this Agreement at stations into which the Company operates as of such date will continue to be performed by such employees and such work will not be contracted out.

ARTICLE 3: HOURS OF SERVICE

- A. Eight (8) consecutive hours of service exclusive of a meal period will constitute a standard work shift.
- B.
- 1) A standard work week is forty (40) hours for full time employees and shall consist of five (5) eight hour days, with two days off, or four 10-hour days, with three days off. All work schedules shall have a minimum of two consecutive days off. A modified work schedule of 10-hour days requires the mutual agreement of the Company and the Union. **Whenever practical to do so, Saturdays and Sundays will be the scheduled days off for senior employees.** The Company may continue the present practice of permitting employees to work in excess of five (5) consecutive days and/or without two (2) consecutive days off within seven (7) consecutive days provided the employee is scheduled to receive four (4) days off within a two (2) week payroll period.
 - 2) Part-time employees will not be scheduled to work less than twenty (20) hours nor more than thirty-five (35) hours or more than five (5) days during a workweek. A part-time employee hired before June 1, 2014 may opt out prior to the shift bid of working any line less than twenty-four (24) hours. Any part-time employee who works a line between twenty (20) and twenty-three (23) hours will be provided three days off (two (2) consecutive). Part-time employees will not be scheduled to work split shifts. A part-time employee scheduled to work a standard work shift on a given day(s) will not be scheduled to work more hours on such shift than would be scheduled to be worked by a full-time employee on such shift. A part-time employee will be scheduled to receive two (2) consecutive scheduled days off in a workweek. A part-time employee will be scheduled to work a minimum of four (4) hours on each day he/she is scheduled to work.
 - 3) A re-bid of work schedules will occur as operational needs dictate. A bid will last no longer than one hundred-eighty (180) days but may be adjusted by mutual agreement between the station manager and union representative and should be posted no less than thirty(30) days prior to implementation. **A scheduling committee, created by the Union, will be established to help develop work schedules that will be mutually agreeable. Should the parties be unable to agree to a mutually acceptable schedule, the Company will post a schedule.** If the schedule is not acceptable to the Union, the schedule posted by the Company will remain in effect while the parties agree to develop a shift schedule that will be mutually agreeable. Should the parties be unable to come to a mutual decision, the Union may file a request for review with the **Field Director** of the Company within ten (10) days from the date the schedule was posted and a decision, **which will be final and binding**, will be rendered **by the Field Director** in five (5) working days.
 - 4) Bidding while on approved LOA
 - a) An employee on an authorized leave of absence or off due to occupational injury will be permitted to bid in a rebid of the work schedule provided the Company receives written notice certifying his return to work date prior to the start of the bidding period. The return to work date must occur within forty-five (45) days of the effective date of the bid. If the leave is for medical reasons, the notice must include certification of return to work signed by the employee's treating physician.

- b) If the returning employee considered in 4(a) returns to work after the forty-five (45) day period his work schedule will be assigned to an open line based on the needs of the operation, **unless the parties mutually agree to extend the forty-five (45) day period.**

5) Should an employee not call during their scheduled shift bidding time and the next scheduled employee calls at his/her scheduled time, then the employee will be by-passed. The by-passed employee will be able to bid from remaining shifts at the time of their call.

C. The starting time of shifts will be governed by the needs of the service, but the Company will try to avoid beginning shifts between the hours of one (1:00) a.m. and five (5:00) a.m.

D. Work Schedules

1) Regular Work Schedules

- a) Regular work schedules shall have a fixed starting time that shall be the same for each day.

Variable work schedules have variable starting times and the same fixed day-off pattern.

- b) These work schedules will only be changed, if necessary due to operational needs, with at least 36 hours notice and only under the following conditions:

- i. Company will first solicit voluntary time off
- ii. Shift will only be adjusted within two hours of the bid shift start or finish time
- iii. All statutory Canadian holidays as listed in Article 6.A of the Collective Bargaining Agreement and United States holidays including Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, US Thanksgiving Day and Friday after Thanksgiving.

2) Open Work Schedules

Definition: An Open Work schedule is a work schedule in which the shift starting times may vary during the workweek and the shift starting times and/or days off pattern may vary from workweek to workweek. Open Work schedules will also have a home shift which will state the starting time and regular days off (rotating or fixed).

Open Time schedules may be established by the Company to augment the work force on a scheduled or as needed basis.

There shall be no change of an open work schedule without thirty-six (36) hours' notice to the employee affected.

- 3) Employees shall be scheduled to receive at least twelve (12) hours off duty between scheduled work shifts (except when an employee changes starting times as a result of bidding or the exercise of seniority rights).

E. Any employee scheduled to work a standard work shift on a given day(s) will be granted, according to arrangements of local management at each location, a ten (10) minute rest period during each half of the work shift without loss of pay. Part-time employees who are scheduled to work four (4) or more

hours but less than a standard work shift on a given day will be granted a ten (10) minute rest period during the first four (4) hours of their shift.

F. Meal Period

1) Paid Meal Period

- a) A paid meal period shall be provided only for regular operations requiring more than nineteen and one-half (19½) continuous hours.
- b) For regular operations requiring continuous hours, six (6) consecutive hours will be assigned as constituting a day's work with the understanding that a meal period of twenty (20) minutes without deduction in pay will be granted within one (1) hour each way from the middle of the tour of duty.
- c) When the meal period granted is not within the range set forth F.1.b) above, the employee shall be paid (20) minutes at the employees straight time rate.
- d) When a meal is not permitted during the employee's tour of duty, the employee shall be paid twenty (20) minutes at the rate of time and one-half.

2) Unpaid Meal Period

- a) For all operations other than regular operations requiring more than nineteen and one-half (19½) continuous hours, an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour shall be provided and regularly assigned within one (1) hour each way from the middle of the tour of duty.
 - b) When the needs of the service make it necessary, such meal period may be given within a period of forty-five (45) minutes in advance of or forty-five (45) minutes following the established meal period.
 - c) If such meal period is not allowed within the range set forth in F.2.b. above, the employee shall be paid for the full meal period at the rate of time and one-half and in lieu of the full meal period will be granted twenty (20) minutes away from the employee's work station without deduction in pay.
 - d) If no meal period is permitted during the employee's tour of duty, the employee shall be paid one (1) hour at the rate of time and one-half.
- 3) For continuous service before or after regular working hours, employees will not be required to work more than two (2) hours without being permitted a meal period, and they will then be allowed a thirty (30) minute period to eat without loss of time.
 - 4) A "tour of duty" begins with an employee's regularly scheduled shift starting time and concludes at the employee's regularly scheduled shift ending time.

G. If any government agency (e.g., Police, Mayor, Premier) declares in writing a state of extreme weather emergency advising people not to travel, employees employed within the affected area who are unable

to report for work will be permitted a choice of authorized leave time or to use vacation time to receive pay for scheduled work missed during the time such emergency exists.

H. Standard Time/Daylight time

- 1) On the date of change from Standard Time to Daylight Time, the time clocks shall at 1:00 a.m. be advanced from 1:00 a.m. to 2:00 a.m. and on the date of the return to Standard Time from Daylight Time, the time clocks shall at 2:00 a.m. be turned back from 2:00 a.m. to 1:00 a.m.
- 2) Employees on duty working regular shifts which include the clock changeover set forth in 1. above will have their straight time hours lapsed on their time cards according to the clock times in and out. It is understood that employees working during the hours of change to Daylight Time from Standard Time will receive straight time pay for actual hours worked and where an employee worked 9 hours, one hour shall be paid at time and one half.

ARTICLE 4: SHIFT TRADES

A. Introduction

The Company recognizes the airline industry's long standing acceptance of allowing airport customer service employees the ability to trade shifts ("shift trading") with other like qualified employees. Shift trade privileges are designed to satisfy the shared objectives of increasing employee flexibility, while also ensuring that safety, operational integrity and efficiency are not compromised. The integrity of this program requires full commitment from all of the participants to honor the purpose, spirit and requirements of the program.

B. Definition

Shift Trades are an ability for employees to enter into agreements with other qualified employees to "trade" their shift to another employee to work. The Shift Trade Policy governs the responsibilities and compliance requirements to participate in trading shifts and the accountability for failure to fulfill shift trade requirements.

C. Policy & Procedures

- 1) **All requests must be allowable under the Canada Labour Code and applicable legislation. No request under this policy will be honored if found to be in conflict with the Canada Labour Code or current legislation.**
- 2) **This policy must remain cost neutral to the Company.**
- 3) **Employees may not pay to or give something of value to another employee in exchange for a trade.**
- 4) **Employees who trade shifts must be current, qualified and compliant in training and knowledge of each other's responsibilities and job duties. An employee (employee A) who agrees to work a shift for another employee (employee B) must be able to perform all of the job tasks that Employee B was scheduled to perform.**
- 5) **An employee who has agreed to work for another employee may not exchange this obligation with any other employee.**
- 6) **Time worked as a result of a shift trade does not count toward daily or weekly overtime thresholds. No overtime payment will be made to an employee as a result of working another employee's shift as a result of a shift trade.**

- 7) Excess hours before or after the shift trade will follow CBA guidelines.
- 8) Company requested excess hours before or after the shift trade will be subject to daily or weekly overtime thresholds. The employee taking on the shift accepts all guidelines for the shift that govern excess hours and forced overtime.
- 9) Local station leadership has responsibility for the safety and operational integrity of the station and retains full authority to approve or deny trade requests.
- 10) All shift trades will be considered one (1) way trades. The agent working the shift will receive pay for the shift.
- 11) One (1) way trades will be unlimited as long as the employee satisfies the minimum average work hour requirements in Article 4.D.2 and is not subject to a shift trade privilege suspension.
- 12) Employee may trade their full shift or a portion thereof, with no more than two (2) employees. The minimum partial-shift trade will be one hour. Partial trades must be in half hour increments.
- 13) Request for all shift trades must be made in writing, signed by both employees and submitted no earlier than 14 days in advance of the requested day but no later than twenty-four (24) hours in advance. Station Manager or designee, at their discretion, may consider requests inside of twenty-four (24) hours.
- 14) The approval or disapproval of a shift trade will be given no later than seventy-two (72) hours from the time of the request.
- 15) Employees may work a maximum of sixteen (16) hours during a twenty four (24) hour period as a result of a change in shifts, excluding meal periods. Employees will not be permitted to work double shifts (more than 12 hours) on consecutive days as a result of shift trade.
- 16) Shift trades resulting in an overlap of up to one-half (1/2) hour may be approved subject to the needs of the operation.
- 17) In circumstances where shift trades have been approved and where an employee is scheduled to work for another employee is unable to do so (e.g. due to Medical LOA, LOA, transfer, termination, jury duty, schedule rebid, training, Union Leave, promotions to management etc.), the Company reserves the right to cancel an approved shift trade provided five (5) days' notice is given to the affected employees.
- 18) A shift trade between employees may be permitted even if it will result in either employee being off duty less than eight hours before their next regularly scheduled shift.
- 19) Employees may only cancel a shift trade if the trade has not been worked for either shift, both employees agree to the cancellation, and it is 24 hours in advance.

D. Monitoring Attendance

- 1) Once a shift trade is authorized, the employee who agrees to work the shift is fully responsible for that shift and it becomes his/her regular work day.
- 2) Full time employees must actually work (physically present in the workplace) a minimum average of 20 hours per week over a six month period. Part time employees must actually work a minimum average of 15 hours per week over a six month period. The six month look back periods are January 1 to June 30 and July 1 to December 31.
- 3) Probationary employee shift trades will require station management approval (STM or OSM) for the duration of their probationary period and may be limited to acceptance of shift only.

E. Accountability

- 1) Failure to comply with the shift trade policy guidelines may result in loss of the privilege and disciplinary action.

- 2) **Administrative responsibility to properly and completely request a shift trade rest solely with the individual(s) requesting a trade. Shift trades not properly completed will be denied and sent back to the employee. The CSAS, station leaders or designees will not be responsible for fulfilling administrative tasks or coordination of shift trades.**

ARTICLE 5: EXCESS HOURS

- A. Excess hours rate of time and one-half, computed on the basis of tenths of an hour, shall be paid for all work performed in excess of eight (8) hours in any workday (ten (10) hours for modified work schedules), for all work performed continuously either before or after regularly scheduled hours. Excess hours shall not apply when an employee changes shifts as a result of bidding or the exercise of displacement rights. Posted excess hours will be a minimum of four (4) hours, however, if there is no longer a need for work and the employee chooses to go home he will only be paid for actual time worked if less than the four hour minimum.
- B. In the event it is necessary to work part-time employees in excess of their scheduled hours, they will be paid excess hours rates at one and one-half (1½) times the straight time rate only for hours in excess of eight (8) hours per day or forty (40) hours per week. Part-time employees who are forced to work on their scheduled days off will be paid excess hours rates at one and one-half (1½) times the straight time rate for all hours worked.
- C. Employees will not be required to suspend work during regular working hours to absorb excess hours. Excess hours will not be posted to backfill an employee's shift that is moved.
- D. Equalization Process
 - 1) Excess hours will be distributed on an equalization process based on Company date of hire and each quarter, a master excess hours opportunity list shall be created. **Excess hours will be counted towards equalization with the exception of excess hours: (a) awarded on an involuntary basis; (b) offered but not accepted; (c) awarded due to irregular operations.**
 - 2) The equalization list will be set at zero at the beginning of each quarter.
 - 3) Where the Company determines that excess hours are needed, such excess hours will be offered to qualified employees based on the lowest equalized excess hours.
 - 4) This list will include all employees except those who do not want to be called for excess hours (employee must advise their manager in writing if they do not want to be called for excess hours).
 - 5) In addition to the quarterly master list, daily sign-up sheets will be posted to alleviate administration.
 - 6) **Excess hours between seventy-two (72) and twenty-four (24) hours of the beginning of the overtime work period will be awarded in order of seniority from either an overtime sign-up sheet or an employee call out list.**
 - 7) **Excess hours within twenty-four (24) hours of the beginning of the overtime work period will be awarded to those employees whose shift begins or ends closest to, but within four hours, of the expected excess hours needed.**

Note: These hours will be awarded based on seniority and counted towards equalization.

- 8) If excess hours must be awarded on an involuntary basis, they will be awarded to qualified employees who are readily available to perform the work at the straight time rate or time and one-half rate, in reverse seniority order.

Note: If excess hours are due to an IROP, hours awarded on an involuntary basis will be awarded to qualified employee(s) in reverse seniority order who are on duty one hour prior to the start time of the required excess hours needed. If no one is on duty within one hour of the start time of the required excess hours then the required excess hours will be awarded in reverse seniority order to qualified employee(s) on the shift ending closest to the required start of the overtime period.

- 9) An employee who has been relieved from duty and has **clocked out** and who is recalled to duty, to perform work not continuous with the regular work period, shall be paid not less than four (4) hours pay at the excess hours rate.
- 10) No excess hours shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained.
- 11) An employee who is required to attend a meeting or classroom training on one or more of his or her days off, or before or after a standard work shift, shall be paid at the applicable excess hours rate for the actual time spent at the meeting or in training, with a minimum of four (4) hours excess hours paid.
- 12) The employee shall not be required to attend more than four (4) meetings on his or her days off in any calendar year.**
- 13) For excess hours purposes, a workday shall begin with the starting time of an employee's regularly scheduled work shift and shall continue for a twenty-four (24) hour period or until the employee's next regularly scheduled work shift, whichever period is shorter, except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the employee's next regularly scheduled workday shall be considered a part of that workday
- 14) The employee's first scheduled day off shall begin immediately following his or her last workday and continue for a twenty-four (24) hour period, except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the start of the employee's first scheduled day off shall be considered a part of the first day off.
- 15) The employee's second regularly scheduled day off shall begin immediately following his or her first day off and shall continue until the beginning of the employee's next regularly scheduled workday, except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the start of the employee's second regularly scheduled day off shall be considered a part of the second day off and except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the employee's next regularly scheduled workday shall be considered a part of that workday.
- 16) The Company agrees that excess hours will not be used to avoid the employment of sufficient personnel to adequately and efficiently staff its operation, and the employees agree that they may be

required to work a reasonable amount of excess hours unless there are compelling and valid reasons for declining.

- 17) Employees shall be given as much advance notice as possible of contemplated excess hours work.
- 18) Banking of excess hours: When the operation permits, employees eligible for excess hours pay that work excess hours may choose to be granted time off in lieu of excess hours pay. Excess hours will be banked at time and one half. Local management must approve all time being worked to accrue banked time prior to work being performed and must pre-approve all time being taken off as banked time. **Banked excess hours must not exceed 80 hours.**

E. 10 Hour Free-From-Duty Rest Period

- 1) When operational needs permit, an employee who has not received a minimum free-from-duty period of at least 10 hours (measured from the end of his/her last hour worked) will not be expected to report for work at the normal start time of his/her next workday. The employee will be required to report for work upon completion of the 10 hour free-from-duty period, will work until the end of his/her normal work schedule, and will suffer no loss of pay. If such employee is required to report for work at the normal start time of his/her next workday without the 10 hour free-from-duty period, then the employee will be entitled to pay at the excess hours rate for that portion of the free-from-duty period actually worked.
- 2) Exception: The provisions of this paragraph will not apply to an employee who does not receive a 10 hour free-from-duty period due to working voluntary excess hours, a day trade, bidding, the exercise of seniority rights, or who otherwise voluntarily waives his/her rights to a 10 hour free-from-duty period. Employees required to work forced excess hours in conjunction with any of the above exceptions will not be considered to have waived their rights to a 10 hour free-from-duty rest period

ARTICLE 6: HOLIDAYS

A. Employees covered by this section will observe the following holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Remembrance Day
- Boxing Day
- Employee's Personal Holiday

- B. Should the personal holiday fall on a scheduled day off or on one (1) of the other nine (9) holidays, the following scheduled workday shall be observed as the holiday unless a substitute scheduled workday is agreed upon as provided in C. below. An employee whose personal holiday falls on February 29 shall substitute February 28 as the holiday in those years which do not have 29 days in February.
- C. An Employee's personal holiday may be observed on a substitute scheduled workday at the request of either the employee or the employee's Red Coat/ALA providing the parties mutually agree to such substitution. Should either the employee or the Red Coat/ALA reject such request, the holiday must be observed on the employee's anniversary date of hire. The substitute day must be observed within thirty (30) days on either side of the employee's actual anniversary date of hire.
- D. Should the government declare another statutory holiday (e.g., Heritage Day), then that holiday will be recognized in lieu of the personal holiday. From and after the date such statutory holiday is declared, the personal holiday shall cease to exist. An employee who has already observed his or her personal holiday in the calendar year in which such statutory holiday is declared will have one (1) day of vacation deducted from his or her vacation accrual.
- E. Any employee required to work on any of the statutory holidays shall be paid for such work at two and one-half (2 ½) times the regular straight time rate for all time worked.
- F. Employees who do not work on a statutory holiday will be paid for the day at the straight time rate.
- G. Full time employee in regular service not scheduled to work and not required to work on the above-mentioned holidays shall be paid at the rate of straight time for eight (8) hours for such holidays. Part time employees not scheduled to work and not required to work on the above-mentioned holidays shall be paid at the rate of straight time for such holiday based on the weekly scheduled hours or as prescribed in the Canadian Labour Code, whichever is greater
- H. This paragraph applies only to employees in the agent job classifications and only to statutory holidays:
Employees will be granted the day off on the holiday based on the following:
- 1) Employees who want the holiday off should place their names on a sign-up list posted by local management.
 - 2) Volunteers will be grouped according to their vacation bid area and type of shift (i.e., day, afternoon or night).
 - 3) Subject to skill and qualification requirements, volunteers will be granted the holiday off in seniority order in whatever numbers are determined by local management to be permissible for their group consistent with operational staffing needs.
 - 4) If, for a given group, the number of agents permitted to be released from duty on the holiday exceeds the number of volunteers in that group, then agents will be given the holiday off in reverse seniority order within their group.
- I. Employees covered under this Agreement will be allowed to "float" their statutory holidays in accordance with the procedures set forth herein.

- 1) All employees who have passed their probationary/qualification period and who are required to work on any of the nine (9) statutory holidays set forth in Article 6.a. of the contract will be allowed to “float” such holidays.
- 2) **For employees who were required to work on a Holiday, the Company will make provisions for such an employee, at his/her election and with the approval of local management:**
 - a) To have such holiday treated as a regular workday for pay purposes, and
 - b) To receive a personal day off (PDO) in the future with straight time pay equal to the hours scheduled to work on the holiday.
- 3) **For employees who were scheduled off on a Holiday, the Company will make provisions for such an employee, at his/her election and with the approval of Local management, to have such Holiday be treated as a regular day off for pay purposes, and receive a personal day off in the future. The value for a full-time employee will be 8 hours and the value for a part-time employee will be based an averaging of worked hours as described in the Canada Labour Code.**
- 4) The rules and procedures for floating holidays will be established by the Company, based on operational needs and will include the following:
 - a) Personal Day Off (PDO) is the future day off the employee receives for floating a holiday. PDO’s may only be used as whole days.
 - b) The date on which a PDO is to be taken will be determined by mutual agreement between the employee and local management and will be a date after the date of the fixed holiday.
 - c) At least one (1) week prior to the holiday, local management will post a sign-up sheet for eligible employees to record their request to float the holiday.
 - d) A PDO cannot normally be taken on a day on which it would be necessary to cover for the employee’s standard work shift with excess hours. A PDO cannot be taken on a day that would adversely affect the Company’s operational needs.
 - e) To request any PDO time, an employee must provide his/her local manager with written request no more than fourteen (14) calendar days in advance of the requested PDO date.
 - f) PDO’s are granted on a first-come first-serve basis. If more than one (1) employee on the same day requests the same day off and all requests cannot be granted, requests will be granted in seniority order. PDO awards will be made four (4) to fourteen (14) calendar days prior to the day being requested.
 - g) DATs, PDOs and employee personal holiday requests will be granted for any given day based on a first come, first serve basis. Banked excess hours will be granted after the above but before unpaid personal LOAs. If more than one (1) employee on the same day requests the same day off and all requests cannot be granted, requests will be granted in seniority order.
 - h) The Company will be responsible for keeping track of the number of PDO hours each employee uses and accumulates.

- i) A participating employee who is normally scheduled for eight (8) hours of work and who works in excess of eight (8) hours on the holiday will be paid at an excess hours rate of double time and one-half (2½) for all time worked in excess of eight (8) hours.
- j) An employee will be permitted to accrue a bank of no more than eighty (80) hours. PDO hours accrued (maximum of 80 hours) but not used will be carried over from year to year.
- k) PDO hours accrued but not used will be automatically paid off under the following circumstances:
 - 1) Upon termination, retirement, resignation, or death;
 - 2) Upon layoff or leave of absence from the Company;
 - 3) Upon transfer to a position outside the coverage of this Agreement;
 - 4) Upon written request by the employee.

ARTICLE 7: POSITION RATES

- A. Employees temporarily or permanently assigned to higher rated positions shall receive the higher rate for all time worked on such assignments. Employees temporarily assigned by Company directive to lower rated classifications or positions shall not have their rates reduced.

NOTE: "Temporary assignment" contemplates the performance of the duties and the responsibilities of the position during the time occupied.

- B. It is recognized that employees covered by this Agreement may be cross utilized on an occasional or a regular basis to perform work of the same or lower rated classifications so long as the employees suffer no reduction in pay. Qualified employees may be cross utilized on an occasional or regular basis. The Company will determine when employees will be cross utilized. It is expressly understood that cross utilization may be used to avoid the payment of excess hours. When there is a need to cross utilize employees, the Company may rotate qualified employees to the position in order to ensure that cross trained employees remain qualified and proficient in all work functions. When operational needs permit, cross utilization opportunities will be offered in seniority order and involuntarily assigned in reverse seniority order.
- C. Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.
- D. The wages for new positions shall be in conformity with the wages for positions of similar kind or class. When a new position is created and there are no positions of similar kind or class, the rates of pay for the new position may be fixed by management subject to approval by the President of TC Local 1976.
- E. Established positions shall not be discontinued and new ones created under a new title covering relatively the same class of work which will have the effect of reducing the rate of pay or evading the application of these rules.

ARTICLE 8: SERVICE AWAY FROM HEADQUARTERS

- A. An employee who is away from home station filling a temporary vacancy shall be paid straight time and excess hours in accordance with the provisions of this Agreement based on the shift and scheduled workdays as scheduled at the location of the temporary vacancy but, in no event, shall receive less than eight (8) hours pay for each scheduled workday with a minimum of five (5) days each workweek unless the employee voluntarily lays off. It is understood the Company may schedule employees to take their scheduled days off each workweek without compensation, except for reasonable and necessary expenses provided for in this Agreement, and it is also understood that no employee will receive less compensation per hour while filling a temporary vacancy than he or she would receive per hour at home station.
- B. An employee who is given a special assignment away from home station shall be paid for such work on the same basis as paid at home station with a minimum of eight (8) hours at straight time rate, including any premiums allowed on regular assignment, for each day worked with a minimum of five (5) days in each workweek unless the employee voluntarily lays off.
- C. Travel and Waiting
- 1) All time spent in traveling, or waiting which follows commencement of travel, in connection with a special assignment, a meeting, training, or a familiarization trip away from home location, will be paid as follows:
 - a) If such travel or such waiting occurs on a regular work day, the employee will be paid at straight time rates for all work and/or travel performed, with a minimum of eight hours except in the case of part time employees who shall be paid for a minimum of their regular scheduled hours for that day.
 - b) All time spent in travel, or waiting which follows commencement of travel on scheduled days off, or in excess of eight hours on scheduled work days when work is required, will be paid at the applicable straight time rates.
 - c) All time spent in travel, or waiting which follows commencement of travel on a Holiday, as outlined in Article 6 A., will be paid time and a half.
 - 2) "Travel" as used in this Article 8 shall begin with the scheduled departure time of the flight that the employee reports for and takes (or is denied boarding) and shall end with a block-in arrival time at the airport of destination. However, if the original flight for which the employee has reported and is standing by is delayed and the employee takes the next available flight, his/her travel will commence with the scheduled departure time of the original flight and shall end with the block-in arrival time at the airport of destination. However, if the flight for which the employee has reported and is standing by is canceled, he/she will be paid travel time from the scheduled departure time to the time of cancellation. "Scheduled departure time" as used in this Article 8 is the departure time quoted to the public as of two hours prior to the published timetable departure time.
 - 3) If travel is interrupted for any reason and an employee is released for eight consecutive hours or more, he/she shall not be paid for the time released. No employee shall receive compensation for waiting which precedes commencement of travel or for waiting which follows the end of travel.

- D. An employee assigned to service or training away from home station will be allowed reasonable and necessary expenses while away from home station. Necessary and reasonable expense money will be advanced when requested by the employee, and accounting therefore must be in accordance with Company regulations. Such employee shall be provided a single occupancy room at the Company's expense.
- E. The 10 hour free-from-duty rest period as outlined in Article 5E of this Agreement will apply to employees who are traveling under the provisions of this Article. The 10 hour free-from-duty rest period need not occur at the employee's home location.
- F. The provisions of C. and D. above will not apply to an employee who elects to remain in the location of the training after the departure of the first available flight that would have returned the employee to his/her home location. Such employee will be expected to report for work at the start of their next regularly scheduled workday.
- G. Employees can travel on positive pass only one day before and one day after Company business activities if no other travel options are available.
- H. An expression of interest for any temporary duty assignments ("TDY") will be sent to all applicable stations.**
- I. If TDY at another station arises, the TDY will be filled by an employee who: (1) is qualified to perform the job duties/functions of the TDY; and (2) is the most senior of the candidates who apply.**

ARTICLE 9: SENIORITY

A. Probationary Period

- 1) All new employees are employed on a probationary status during their probationary period.
- 2) "Probationary period" means the first six (6) months of employment by a new employee in the same position without a break in service.
 - a) "New employee" means an employee who does not hold seniority covered by this Agreement.
 - b) If a probationary employee is off duty for any reason(s) for a period of more than thirty (30) consecutive days during his or her probationary period, a break in service will occur and the employee will undergo a new probationary period upon return to duty.
 - c) If a probationary employee is off duty for any reason(s) for a period(s) of thirty (30) days or less during his or her probationary period, such off-duty days (except off-duty days for holidays and regular days off) will be added to and thereby extend the employee's probationary period.
 - d) "Off duty" means being away from the probationary position, including time away due to regular days off, holidays, vacation, jury duty, all types of paid and unpaid leaves, suspension, strikes, layoff or assignment to another position.

- e) Probationary employees may be assigned to any shift or day off pattern for 180 days. Non probationary employees will not be displaced as a result of probationary employees' assignment.
 - f) Probationary employees will not be assigned Saturday and Sunday as regular days off.
 - g) Exception to the general rule stated in 2 (e) and (f) above may be made but only upon mutual agreement between the Company and the Union.
- 3) During a new employee's probationary period, the Company in its sole discretion shall have the right to discharge, discipline or lay off such employee without establishing just cause.
- B. The seniority provisions of this Agreement do not apply to an employee until he has completed his probationary period. If an employee is retained beyond his probationary period, his name shall be placed on the seniority list and his seniority date shall be retroactive to the beginning of such probationary period as indicated by the date of assignment by payroll advice to his position. Where two (2) or more employees were hired after May 14, 2009 and have the same date of hire, seniority shall be determined by random draw preformed by the Unit President, who will inform the Company of the results of the draw.
- C. Seasonal employees who are hired as New Employees must serve a normal post-hire probationary period. If the employee is retained beyond his probationary period, his name shall be placed on the seniority list and his seniority date will account for time worked as a seasonal employee.**

Note: Upon hiring as a New Employee, the Company may at its discretion may waive a former Seasonal employee's probationary period.

- D. Employees covered by this article shall be in line for promotion. Promotion, assignments and displacements under this article shall be based on seniority, fitness and ability. Fitness and ability being sufficient, seniority shall prevail.
- NOTE: The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a new position or vacancy where two (2) or more employees have adequate fitness and ability.
- NOTE: The word "fitness" includes demonstrated attendance reliability.
- NOTE: With respect to Red Coat/ALA, the word "fitness" expressly includes the requirement that a bidder be assessed by the Company to be currently qualified in the work function(s) to be supervised.
- E. Seniority shall govern all employees in their retention in case of reduction in force, their choice of shifts, their re-employment after release due to reduction in force and in their choice of vacancies, provided that the employees' qualifications are sufficient for the operation to which they are to be assigned.
- F. Seniority lists shall be prepared and distributed by May 1 of each year by the Company as corrected to April 1 of such year. Copies thereof shall be furnished the Union and shall be posted at all stations where employees covered by this Agreement are located.
- G. Employees shall have thirty (30) days after the posting of such lists in which to protest in writing to the seniority desk any omission or incorrect posting affecting their seniority in any such revised list, but such

protest shall be strictly confined to errors or changes occurring subsequent to the posting of the prior seniority lists.

- H. Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority list if they remain on layoff for thirty-six (36) consecutive months
- I. Non-probationary employees transferring from one station to another, covered by this agreement, will retain and continue to accrue previously established seniority.

ARTICLE 10: FILLING OF VACANCIES

A. CSA Positions

- 1) An Employee who wishes to transfer to another station, change status from full to part-time, part-time to full-time, or change job classification must do so through the eBid portal located at Deltanet.
- 2) When a position becomes available in a Canadian station, the Hiring Manager will post the position via eBid and the posting will remain active for a minimum of seven (7) days. The vacancy filing procedures in this Agreement do not supersede the recall rights contained in the CBA.
- 3) Canadian station employees can create a profile through the eBid “personal recruiter” application that will allow them to receive email notification of job opportunities that they indicate are of interest to them.
- 4) After the bid period closes, the Hiring Manager will receive a report that lists the profiles of those interested in the position. The report will be organized as follows: (a) Employees in seniority order; (b) Employees not on the seniority list; (c) Delta employees outside of Canada; and (d) external candidates. A copy of this report will be supplied to the Unit President on request.
- 5) An employee awarded a position through the eBid process, with the exception of a transfer to another station or position outside of Canada, will be moved within ten days after the issuance of the assignment unless otherwise agreed to by the Company and Unit President.

B. Red Coat/ALA/Secretary Customer Service Agent Positions

- 1) All new positions or vacancies of more than sixty (60) days duration in the Red Coat/ALA classifications will be bulletined for a period of seven (7) days at each location or office. Postings on eBid will show location, title, and a brief description of duties. Employees on a leave of absence with a known return date may bid on a Red Coat/ALA position as long as they present a valid return to work notice fourteen (14) days after the effective date of the position.
- 2) An award bulletin shall be posted for a period of ten (10) calendar days at all places where the position was bulletined. An employee assigned to or awarded a position as a result of bidding shall not be eligible to **use eBid to apply for a position in the same classification** for a period of **one (1) year** from the date of assignment.

3) Filling Secretary-Customer Service Agent Positions

- a) An open Secretary-Customer Service Agent position will be bulletined under the provisions of Article 10, and employees will be eligible to use their seniority to bid on the open position and if successful, will retain and continue to accrue previously established seniority.
- b) A bidder must be a qualified secretary and satisfy the Company's selection criteria for transfer to the Customer Service Agent classification (see Article 10.C.) in order to be considered a qualified bidder. In the absence of qualified bidders, the position may be filled by Company selection or by hiring a new employee.

C. Application For Transfer

- 1) An employee may apply for a position at another station or location through the eBid process.

EXCEPTION: Awards to the position of customer service agent shall be made by Company selection among employees with valid applications on file at the time the initial award is made who, in the Company's judgment, clearly possess the fitness, ability and aptitude to become fully qualified in the position. Applicants will be considered for selection by the Company in seniority order. Selection among such employees will be made on the basis of the Company's assessment of comparative qualifications with consideration given to such factors as prior job performance, work record, self-evaluation, Red Coat/ALA evaluation, service orientation, communication and interpersonal skills, decision-making ability and potential for handling customer contact situations.

- 2) An employee accepted by application for transfer for any position requiring special training prior to assignment (i.e., customer service agent) will be required to satisfactorily complete such Company-provided training.
- 3) Employees will be paid their regular rate under their previous positions during such training.
- 4) If no valid application for transfer from an employee possessing sufficient fitness and ability for the position is on file at the time an offer is to be made, then the Company may:
 - a) Hire a new employee into the classification at the location, or
 - b) Select to fill such position with any qualified employee willing to accept transfer at the Company's expense in accordance with Company policy.

D. General

- 1) Vacancies of ninety (90) calendar days or less duration shall be considered temporary and are not subject to the eBid process. Such positions may be filled without posting, but senior qualified employees at the station will have preference. The duration of a temporary position shall not be continued beyond nine consecutive months from its commencement without the approval of the Unit President.
- 2) If an Employee is selected for, but declines a position through the eBid process, the Employee's decision to decline the position will have no impact on their ability to maintain an eBid profile or to apply for future vacancies.

- 3) An Employee assigned to or awarded a permanent position through the eBid process shall not be eligible to bid on a new vacancy **in the same classification** or request a transfer for a period of one (1) year from date of assignment.

Note: The one (1) year freeze will not apply to an employee who has moved from full time to part time or vice versa if a position in the same classification is posted and no other current Delta employee has been assigned.

- 4) An Employee who is awarded a position through the eBid process and who fails to report for the job will not be eligible to bid on a new vacancy or request a transfer for a period of one (1) year from the date of failure to report.

5)

- a) A non-probationary employee assigned to an open position by recall, award or Company selection will normally be allowed three (3) months without a break in service in which to qualify (i.e., to demonstrate the ability to satisfactorily perform all the duties and responsibilities of the position). This time limit within which to qualify does not apply to an employee assigned to a position as the result of his or her exercise of seniority.

- 1) If an employee is off duty for any reason(s) for a period of more than thirty (30) consecutive days during his or her qualification period, a break in service will occur and the employee will undergo a new qualification period upon return to duty.
- 2) If an employee is off duty for any reason(s) for a period(s) of thirty (30) days or less during his or her qualification period, such off-duty days (except off-duty days for holidays and regular days off) will be added to and thereby extend the employee's qualification period.
- 3) "Off duty" means being away from the job for which the employee is seeking to qualify, including time away due to regular days off, holidays, classroom training, vacation, jury duty, all types of paid and unpaid leave, suspension, strikes, layoff or assignment to another position.

- b) An employee who fails to qualify shall retain all seniority rights, may bid on any position but may not displace any regularly assigned employee. An employee who fails to qualify may elect to be placed on layoff status, and thereafter will be subject to the provisions of Article 11.

E. Transfer Expenses

- 1) Employees assigned to positions which require a change of their residence shall:
 - a) Be furnished free on-line transportation by the Company for themselves and the members of their immediate families, to the extent permitted by law, from the point of the position from which they are transferring to the point of the position to which they are transferring; and
 - b) Be allowed, at their election, to use up to five DAT, PDO, bank time, vacation days, or LOA for purposes of making the transfer.
- 2) All other expenses incident to a transfer resulting from assignment to a position shall be borne by the employee providing:

- a) If a permanent position is abolished (for reasons other than Act of God, labour dispute or other circumstances over which the Company does not have control) before the expiration of nine (9) months, the Company will pay all reasonable and necessary moving expenses to the location and an additional amount which shall represent the employee's reasonable and necessary moving expenses to a further location in an exercise of seniority rights, such additional amount not to exceed the amount it would cost to move the employee back to the station from which the employee originally transferred.

F. Award Bypass

- 1) When an employee junior to other applicants is assigned to a Red Coat/ALA position, senior applicants will be advised in writing of the reason(s) for their non-assignment, providing they submit a written request to the Station Manager within ten (10) days after the effective date of the junior employee's assignment.
- 2) When an employee junior to other applicants is assigned to a CSA position, senior applicants will be advised in writing of the reason(s) for their non-assignment, providing they submit a written request to the Station Manager within three (3) months after the effective date of the junior employee's assignment.
- 3) When an employee junior to other applicants is assigned to a position by application for transfer award, senior applicants will be advised in writing of the reason(s) for their non-assignment, providing they submit a written request to the Station Manager within three (3) months after the effective date of the junior employee's assignment.
- 4) An employee who is not satisfied with the reason(s) for non-assignment as given by the Station Manager may present his or her case for further consideration beginning at step 2 of the grievance procedure. However the employees' grievance beginning at step 2 must be made to the **Field Director** of the department in which the position under review is located and include a copy of his or her original written request and the answer of the Station Manager.
- 5) Wage claims shall not be valid and collectible for a period earlier than sixty (60) days prior to the date of filing of a request for reason(s) for non-assignment.
 - a) Employees who consider themselves unjustly treated, otherwise than covered by these articles, shall have the right to file a grievance as provided in Article 19.

ARTICLE 11: REDUCTION IN FORCES

A. Notice Of Reduction In Force

- 1) In the event of a reduction in force, employees at the station or location and in the classification being reduced will be laid off in seniority order. An employee who is laid off or displaced may exercise such seniority in accordance with Article 11.
- 2) When it becomes necessary to reduce the number of permanent positions at any station or location, at least 14 calendar days advance written notice, or pay in lieu thereof for all workdays less than such advance notice, will be given to employees who are to be laid off by the Company, except that

in the event of an Act of God, labour dispute or other circumstance over which the Company does not have control no advance notice or pay in lieu thereof will be required. This paragraph has no application to a reduction in the number of temporary positions at any station or location.

- 3) A copy of the notice will be furnished to the President of TC Local 1976 and Unit President.
- 4) Notices of reduction in force need not necessarily be given in seniority order.
- 5) "Given" means issued by personal delivery, Registered Mail or Courier.

B. Notice Of Intent To Exercise Seniority

- 1) Within ten (10) calendar days from the date of issuance of notice of reduction in force or date of displacement, an employee shall file written notice of intent to exercise seniority. For an employee who is on vacation or authorized leave on the date of issuance of notice of reduction in force or date of displacement, this filing time limit will be extended to end **fifteen (15)** calendar days after the last day of such vacation or approved leave.

NOTE: This expanded filing period will, under no circumstances, extend such employee's on-payroll status beyond the effective date of layoff or displacement.

- 2) Such notice must be filed with the Human Resources Manager responsible for Canada, copy to President of TC Local 1976 and the Unit President. If such notice is not actually received in the office of the Human Resources Manager responsible for Canada as evidenced by time stamp within the specified **fifteen (15)** day period, it shall be invalid and shall be disregarded.
- 3) Upon receipt by the Human Resources Manager responsible for Canada, a copy of the notice will be returned to the employee.
- 4) The filing of such notice shall be a mandatory condition precedent to the exercise of seniority. Employees who fail to properly file such notice within the **fifteen (15)** day time limit shall be ineligible to exercise seniority and will be placed on or remain on layoff status.
- 5) The notice shall list in order of preference the position(s) and location(s) for which the employee is qualified and to which the employee desires to exercise seniority. The notice shall also state for each position/location listed an expected reporting date. The preference listing may be amended or the notice revoked by the employee during the specified **fifteen (15)** day period.
- 6) If prior to exercising seniority an employee's seniority, fitness and ability are found to be insufficient to entitle the employee to displace into any position on the preference listing, then the specified **fifteen (15)** day filing period shall be extended to **twenty (20)** calendar days. During such five (5) day extension period, the employee may amend the previously filed notice to include a new preference listing. An employee whose seniority, fitness and ability are found to be insufficient to entitle the employee to displace into any of the positions on such amended preference listing shall be placed on, or remain on, layoff status.
- 7) The employee will be offered the opportunity to displace into positions for which qualified in the order in which the positions appear on the preference listing (subject to C.3.c. below) and in

accordance with the employee's seniority. An employee who fails to accept such offer at the time it is made shall thereafter be ineligible to exercise seniority and shall remain in layoff status.

C. Exercise Of Seniority

- 1) The term "exercise of seniority" as used in this article means the perfected act of displacement. An exercise of seniority is not perfected until the employee assumes his or her new position. The effective date of an exercise of seniority shall be the effective date of assignment by payroll advice to the new position.
- 2) The term "work schedule" as used in this article means shift, days off pattern (rotation number or specific fixed) and primary work function if such work function is normally assigned to employees at the station or location by local bidding rather than by Company selection.
- 3) Employees who have on file a valid notice of intent to exercise seniority shall be allowed a period of fifteen (15) calendar days from the effective date of layoff or displacement within which to exercise seniority. For any employee who is (1) physically unable to perfect an exercise of seniority during such period because of his or her personal medical disability, or (2) on vacation or authorized leave on the date of issuance of notice of layoff or date of displacement, this fifteen (15) day time limit will be extended to end fifteen (15) calendar days after the last day of such personal medical disability, vacation or approved leave.

NOTE: This expanded period within which to exercise seniority will under no circumstances extend such employee's on-payroll status beyond the effective date of layoff or displacement.

- a) Such employees who do not exercise seniority within said fifteen (15) day period will remain in layoff status.
 - b) Such employees shall be permitted to exercise seniority at their home station or location to any open position in the same or lower grade for which qualified or to any work schedule of the same or lower grade for which qualified but will not be required to do so and may instead remain in layoff status.
 - c) Such employees will not be permitted to exercise seniority to another station or location until the employees have to the fullest extent possible exhausted their exercise of seniority rights to positions of the same grade for which qualified at their home station or location.
 - d) Such employees who have exhausted exercise of seniority rights at their home station or location as provided in c. above shall then be permitted to exercise seniority to any open position in the same or lower grade for which qualified at any location or to any work schedule of the same or lower grade for which qualified at another station or location but will not be required to do so and may instead remain on layoff status.
- 4) No employee shall be permitted to exercise seniority to a position of higher grade.
 - 5) The maximum salaries of the positions involved shall be used to determine whether a position is one of lower, same or higher grade.

- 6) Employees exercising seniority to positions which require a change of residence shall be furnished free space available transportation on the Company's lines for themselves and members of their immediate family, to the extent permitted by law, from their location to the location of their new position. All other expenses incident to such transfer shall be borne by the employees.
 - 7) Employees who are assigned to a position as the result of an exercise of seniority shall be given full cooperation in their efforts to qualify (i.e., to demonstrate their ability to satisfactorily perform all the duties and responsibilities of the position).
 - 8) Company representatives involved in the administration of employees' exercise of seniority will furnish such employees upon request with current information at their disposal as to the station(s) and/or location(s) to which the employees are eligible to exercise seniority.
- D. An employee on layoff status shall have the right in accordance with established seniority to bid on any bulletined position and/or file a letter of preference and shall have the right to file an application for transfer.
- E. Recall
- 1) Employees on layoff shall have a right of recall in seniority order at their home station or location to open positions (1) in the classification from which they were laid off or displaced and, if applicable, (2) in those positions of lower grade matched in G. below. Such employees shall have a preferred right to be recalled at their home station or location to such open positions over employees from other stations or locations who have requested transfer to such home station or location in the classification by letter of preference or otherwise.
 - 2) Employees shall retain their recall rights only while in layoff status and shall forfeit their recall rights by returning to the payroll in any position covered by this Agreement, except that:
 - a) An employee who accepts recall to a temporary position shall retain a right of recall to a permanent position.
 - b) In those instances where the Company has been unable to fill an open position by recall, bid or letter of preference, it may at its discretion select any laid off USW employee to fill the position on a temporary basis, and such employee will retain the right of recall to a permanent position.
 - c) An employee who is laid off or displaced and exercises seniority to displace into a position within the metropolitan area of the employee's home station or location shall retain a right of recall to his or her former permanent position.
 - d) A recall right which has been forfeited by virtue of an employee's assignment to a temporary position outside the metropolitan area of the employee's home station or location will be reinstated upon his or her return to layoff status upon discontinuance of such temporary position.
 - 3) Employees in layoff status shall forfeit their recall rights, forfeit all seniority and be deemed to have voluntarily resigned from the Company if:

- a) They fail to respond to recall within seven (7) days after having been notified of recall by personal delivery, telephone, Registered Letter or Courier sent to the last address on file in the Personnel Department, or
 - b) They respond to notice of recall within such seven (7) day period but fail to return to service on or before the date specified in the notice of recall. The date so specified shall not be prior to fifteen (15) days after the date of issuance of notice of recall.
 - c) Notwithstanding subparagraphs a. and b. above, an employee will be excused from strict compliance with the responding and return-to-service deadlines upon a satisfactory showing of a compelling reason(s) why the employee was unable to (1) respond within the response deadline or (2) report for work within the return-to-service deadline.
- 4) Notwithstanding subparagraph 3. above, employees may waive their rights of recall to return to open positions of less than thirty (30) days anticipated duration without penalty by filing written notice of waiver with the Delta Air Lines Personnel Department and the President of TC Local 1976 and Unit President. Such notice may be canceled in the same manner.
 - 5) Notwithstanding subparagraph 3. above, employees on layoff from positions listed in Column #1, Paragraph G. below, may waive their right of recall to the matched position of lower grade in Column #2, Paragraph G., at the time such recall is offered. Employees making such waiver will retain their recall rights to open positions in the classifications from which laid off or displaced.
 - 6) IT IS THE SOLE RESPONSIBILITY OF EACH EMPLOYEE TO KEEP ON FILE WITH DELTA AIR LINES HUMAN RESOURCES DEPARTMENT AND THE PRESIDENT OF TC LOCAL 1976 THE EMPLOYEE'S CURRENT ADDRESS AND TELEPHONE NUMBER AND TO IMMEDIATELY NOTIFY BOTH IN WRITING OF ANY CHANGE OF ADDRESS OR TELEPHONE NUMBER. The Company shall have no obligation to issue notice of recall to an employee at other than the last address and telephone number on file in the Delta Air Lines Personnel Department at the time the notice is issued. The Company shall have no liability to employees who are passed over for recall or terminated under subparagraph 3. above as a result of the employee's failure to meet their responsibility under this subparagraph.
- F. Employees voluntarily leaving the service or discharged for cause shall forfeit all seniority and service rights and shall, if they reenter, be considered as new employees.
- G. An employee on layoff from the following positions (Column #1) shall have recall rights at his or her home station or location to:
- 1) An open position in the classification from which laid off or displaced (Column #1), or
 - 2) An open position of lower grade as set forth in the matched listing below (Column #2)

Whichever open position first becomes available to the employee in accordance with his or her seniority:

Column #1

- Former Position
- Secretary-Customer Service Agent

Column #2

- Lower Rated Position
- Red Coat/ALA
- Customer Service Agent
- Secretary-Customer Service Agent (if possess required typing skills)

H. Layoff Pay

- 1) An employee who has completed one (1) year of compensated service with the Company in a position covered by this Agreement prior to being laid off, due to a reduction in force, shall be eligible to receive severance pay as provided in this article, subject to the limitations and conditions set forth herein, but a laid off employee shall receive no layoff pay if any one or more of the following conditions exist:
 - a) The employee exercises seniority to another position covered by this Agreement.
 - b) The employee fails to exercise seniority to any DELTA/USW position at his/her home metropolitan area or point.
 - c) The employee accepts any other employment with the Company.
 - d) The employee refuses to accept other employment with the Company offered in a same or higher rated position outside the coverage of this Agreement.
 - e) The layoff is initially caused by an Act of God, a war emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of Company aircraft or reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to meet the Company's demands.
 - f) The layoff is initially caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
 - g) The employee is dismissed for cause, resigns or retires.
 - h) There is a temporary cessation of work because of circumstances beyond the Company's control.

- 2) The amount of layoff pay due under this article shall be based on the length of actual straight time compensated service with the Company under this Agreement and shall be computed on the basis of the employee's Schedule "A" rate at the time of layoff as follows:

<u>If Employee Has Completed</u>	<u>Layoff Pay Allowance</u>
Less than 1 year of service	None
1 year but less than 3 years of service	80 hours
3 years but less than 4 years of service	120 hours
4 years but less than 5 years of service	160 hours
5 years but less than 6 years of service	200 hours
6 years but less than 7 years of service	240 hours
7 years but less than 8 years of service	280 hours
8 years but less than 9 years of service	320 hours
9 years but less than 10 years of service	360 hours
10 years but less than 15 years of service	560 hours
15 years but less than 20 years of service	720 hours
20 years but less than 25 years of service	800 hours
25 or more years of service	1000 hours

- 3) Layoff pay will be paid at regular pay periods starting on the employee's normal pay day following one (1) month from the date of layoff and will thereafter continue until all such credit is used. In no event shall layoff pay be due after the recall of any such employee by the Company or if he accepts other employment with the Company. However, layoff pay shall cease upon an employee's return to work; failure to accept recall, or to bid, file a letter of preference or file an application for transfer to any position the employee's seniority and qualifications may entitle the employee to be awarded; discharge, resignation or retirement.
- 4) An employee returning to the service of the Company or transferring to a position not covered by this Agreement who is thereafter laid off prior to expiration of two (2) years from his last layoff under this Agreement shall be entitled to the greater of (1) any layoff pay applicable to the position then held by him or (2) the layoff pay to which his compensated service under this Agreement would entitle him.
- 5) An employee who has returned to the service of the Company who is again laid off from a position covered by this Agreement under conditions entitling him to layoff pay shall be entitled to an amount computed on his years of compensated service with the Company after the date of such return to the Company's service. If for any reason an employee did not use all of the layoff pay to which he or she may have been entitled, and who is again laid off from a position covered by this Agreement under conditions entitling him to layoff pay, the employee shall be entitled to an amount computed on his years of compensated service with the Company after the date of such return to the Company's service plus any previously unused layoff pay.

- 6) The receipt of layoff pay in periodic installments in accordance with this Paragraph H. is not intended to, and under no circumstances shall, extend an employee's on-payroll status beyond the effective date of layoff or displacement.
- 7) Layoff pay shall be reduced by the amount of unemployment compensation benefits, if any, received for the period of layoff pay allowance.

ARTICLE 12: REPORTING AND NOT USED

- A. An employee notified at least four (4) hours before the start of his or her next scheduled shift that there will temporarily be no work because of an Act of God, labour dispute or other circumstance over which the Company does not have control, will not be compensated for such shift.
- B. An employee who is not notified or who is notified but less than four (4) hours before the start of his or her next scheduled shift – that there will temporarily be no work because of an Act of God, labour dispute or other circumstance over which the Company does not have control:
 - 1) Will receive eight (8) hours straight time pay, if the employee physically reports for work as scheduled, is required to work and is thereafter involuntarily released before completion of his or her scheduled shift.
 - 2) Will receive four (4) hours straight time pay if the employee physically reports for work as scheduled but is not required to work.
- C. A part-time employee who is eligible to receive pay under the above provisions will be paid on a pro rata basis in accordance with his or her regularly scheduled hours of work for the day with a minimum of one (1) hour. For example, a part-time employee scheduled to work four (4) hours on the shift missed who is eligible for pay under B.2. above would receive two (2) hours straight time pay ($4/8 \times 4 = 2$).
- D. It is understood that “circumstances over which the Company does not have control” does not contemplate such conditions as failure of an aircraft, delayed flight or lack of business.
- E. “Notified” means the issuance by personal delivery, telephone, Registered Mail or Courier of notice of no work, whether or not the employee actually receives it in advance of the four (4) hour period.

ARTICLE 13: PROMOTION TO OTHER BRANCHES OF SERVICE AND OFFICIAL POSITIONS

- A. An employee transferring or who has transferred to a permanent management position (promoted to a non-Union position) within the Company shall no longer accumulate seniority, effective with the date of promotion, but shall retain the seniority rights accumulated to that date. Employees desiring to have their seniority protected must, within 30 days from the date of promotion, contact the Union making their request known. The Union shall make the final determination and arrangements, advising the Company of the result. The seniority protection may be extended by mutual agreement. For employees whose seniority protection is extended by mutual agreement, the Company shall deduct on

the payroll from the wages due and payable for each such employee, an amount equivalent to the full monthly dues of the Union, subject to the conditions and exceptions set forth in the Collective Agreement.

- B. If an employee is released from such position, they must revert to the seniority list and position from which promoted unless such position has been abolished or is held by a senior employee. In such instance the employee may exercise his/her seniority to displace a junior employee on that seniority list after providing the junior employee with no less than three days advance notice of displacement. Or, such an employee may return to a position covered by this Agreement only by bid award, letter of preference award, application for transfer award or Company selection, in accordance with the rules of this Agreement.
- C. An employee transferring or transferred to a contract position not covered by this Agreement shall lose all seniority rights after the expiration of twelve (12) calendar months. During such period the employee may return to a position covered by this Agreement only by bid award, letter of preference award, application for transfer award or Company selection, in accordance with the rules of this Agreement. This Paragraph C. does not apply to employees who are in layoff status from a position covered by this Agreement.

Temporary Promotion Outside Bargaining Unit

- D. An employee transferring or who has transferred to a temporary management position up to a period of 9 months (promoted to a non-Union position within the Company) will have their name continued on the seniority list of the group from which promoted and will retain seniority rights and continue to accumulate seniority. The 9 month period may be extended by mutual agreement. When released from the temporary position, the employee will revert back to the position held prior to the promotion.
- E. The Company shall deduct on the payroll from the wages due and payable for each employee temporarily promoted, an amount equivalent to the full monthly dues of the Union subject to the conditions and exceptions set forth in the collective agreement
- F. It is the recognized policy of the Company to promote its own employees to any and all supervisory positions insofar as possible and only when competent employees cannot be found in the ranks or when competent employees will not accept vacancies or new positions will it be the disposition of the Company to vary from this policy.

ARTICLE 14: LEAVES OF ABSENCE

- A. An employee shall not be absent from duty without prior permission except for reason of sickness, injury or other cause beyond the control of the employee. An employee prevented from reporting for duty shall, as promptly as possible, notify his or her Red Coat/ALA giving the reason for inability to report for duty.
- B. When the requirements of the service will permit, an employee shall upon proper written application and approval by the appropriate Manager or designee be granted a leave of absence in writing for a period not in excess of ninety (90) days. Under such leaves the employee shall retain and continue to accrue seniority. Copies of the approval shall be forwarded to the Human Resources Manager

responsible for Canada and the Unit President. Such leave or leaves may upon proper written application be extended by the Company for additional periods of not to exceed ninety (90) days when approved in writing by the Manager or designee, subject to the approval of the Unit President. Notice of such leave extension(s) shall be sent to the President of TC Local 1976 and Unit President. The employee will retain and continue to accrue seniority during such extension(s).

- C. Any employee on leave of absence who engages in gainful employment without prior written permission from the appropriate Company officer , and also from the President of TC Local 1976 and/or Unit President, shall forfeit his or her seniority rights and be deemed to have voluntarily resigned.
- D. A leave of absence may be one (1) of two (2) types, namely, a leave of absence “from the job” or a leave of absence “from the Company”. The letter from the appropriate manager or appropriate designee to the employee granting the leave of absence shall indicate whether the leave is a leave of absence “from the job” or “from the Company”.
 - 1) An employee desiring to return after the leave of absence “from the job” may return to his or her former position, work function, shift and regular days off if vacant. If the employee’s former position, work function, shift and regular days off are no longer in existence or if they are occupied, then the employee will be immediately placed in layoff status and will be governed by the provisions of Article 11.B., C., D. and E. but must exhaust exercise-of-seniority rights in his or her classification at his or her station or location within the period of fifteen (15) days from the date placed in layoff status and failing to do so will be deemed to have voluntarily resigned. However, an employee granted a “from the job” leave of absence from a “one-of-a-kind” position (e.g., customer service agent-secretary, Red Coat/ALA or other position for which a replacement could not normally be expected to become proficient in the performance of the duties of the position within thirty (30) days of assignment) will not be permitted to displace the occupant of his or her former position.
 - 2) An employee desiring to return after a leave of absence “from the Company” may bid on any bulletined position or file a letter of preference or file an application for transfer, but may not displace any regularly assigned employee. If the employee is not assigned to a position for which qualified upon the expiration of his or her leave of absence, the employee may within ten (10) calendar days thereafter advise the Director of Labor Relations in writing of his or her continuing desire to return to work, and upon receipt of such letter the employee’s leave of absence “from the Company” shall be extended by the Labor Relations Department for sixty (60) days. If after the expiration of the additional sixty (60) day period the employee has not been assigned to a position for which qualified, the employee shall be deemed to have voluntarily resigned from the service of the Company.
 - 3) An employee who fails to return to service upon expiration of a leave of absence shall be deemed to have voluntarily resigned from the service of the Company and shall not have recourse to the provisions of this Agreement, except as provided with respect to a leave of absence “from the job” as provided in Paragraph D.1 of this article.
- E. An employee accepting full-time employment with the Union for periods of six (6) months or more shall be granted a leave of absence by the Company for the period so employed. Under such leave the employee shall retain and continue to accrue seniority, and upon release from such employment may

exercise seniority rights within thirty (30) calendar days from date of release. Such employee may exercise seniority at the station at which he or she last served in a position covered by this Agreement to any position covered by the Agreement for which qualified, or may bid on any bulletined position, or file a letter of preference, or accept a vacancy for which no bids or letters of preference have been submitted. If unable to exercise seniority at the station at which he or she last served in a position covered by the Agreement, the employee may exercise seniority at any other location of his or her choice. The employee selected as President of TC Local 1976 of the Union shall have the privilege of continuing participation in group life insurance and hospitalization benefits during such leave, subject to the provisions of the insurance contracts and under Company regulations covering methods of premium payment. The President of TC Local 1976 or Unit President of the Union shall be granted reasonable and necessary leaves of absence to properly represent the employees covered by this Agreement.

F. Leave of absence for members of the reserve Force shall be in accordance with Canada Labour Code.

G. Personal Medical Disability

- 1) An employee requesting a leave of absence or extension thereof on the basis that he or she is or will be unable to work due to a personal medical disability may be required to support the request with a physician's report satisfactory to the Company which confirms the employee's inability to work due to such disability and its anticipated duration. Additional such reports may be required by the Company to periodically reconfirm the employee's personal medical disability. Failure to submit such a required report will result in termination of the leave of absence.
- 2) Up to the first one hundred eighty (180) consecutive days (e.g., initial leave of absence of ninety (90) days and one (1) ninety (90) day extension) of any leave of absence granted to an employee who is unable to work due to a personal medical disability will be granted as a leave of absence. "from the job". If such leave is to be extended thereafter, the employee's supervisor will determine whether the leave from that point forward is "from the job" or "from the Company" and will notify the employee accordingly.
- 3) An employee who requests and is granted a leave of absence based on personal medical disability without first exhausting his or her sick leave accrual will not thereafter during the period of such disability be allowed to return to payroll status in order to use sick leave or vacation.

H. Maternity leaves and leaves for child care purposes will be granted as required by the Canada Labour Code. A copy of the specific regulations governing such leaves is available upon request from Labour Canada or local management.

ARTICLE 15: HEALTH AND SAFETY

A. The health and safety of employees shall be protected.

B. Buildings, offices and equipment required to be used by the employees will be kept in good repair and adequately equipped with respect to ventilation, heat, light, sanitation and safety, and suitable lunch and restrooms will be provided for employees wherever possible.

- C. Proper and suitable first aid equipment shall be provided at convenient and accessible locations, and employees taken ill or injured while at work will be given medical attention at the earliest possible moment.
- D. Local management will meet and confer with the USW local protective committee chairman (or designee) at his or her request to consider health and safety concerns for employees covered by this Agreement.
- E. Employees will not be required to use unsafe tools or equipment or disciplined for refusal to use same. However, employees will be responsible for promptly reporting unsafe and inoperative tools or equipment so that repairs or corrections can be expedited. If a piece of equipment has been properly tagged to indicate that it is unsafe and should not be used or operated, it shall be withdrawn from service until proper repairs are made and the tag is removed and signed off by the person responsible for making the repair.
- F. The Company shall furnish all necessary safety devices, including noise suppressors where employees are subjected to excessive jet noise. Employees will be required to use or wear such devices as may be furnished, and failure to do so may result in disciplinary action.
- G. The Company shall make reasonable efforts to inform employees of knowledge it has regarding the contents and potential dangers of hazardous materials, substances or gases which are present or are introduced into the workplace. If employees are required to handle or work with such materials, the Company shall make details available on any special handling requirements for such materials.
- H. The Company and the Union will adhere to the health and safety regulations of the Canada Labour Code.

ARTICLE 16: VACATIONS

- A. An employee covered by this Agreement shall accrue vacation credit in accordance with his/her completed years of service at the following rates for each month of service thereafter:

Completed Years of Service	Rate of Accrual Per	
	Month of Service Thereafter	
	Full Time	Part Time
Less than 4	6.67 hours	5.85 hours
4 but less than 9	10 hours	8.75 hours
9 but less than 16	13.34 hours	11.67 hours
16 but less than 24	16.67 hours	14.59 hours

As of the DOS of this Agreement, all employees currently accruing six and or seven weeks of vacation will continue to do so for the calendar year 2009. Effective January 1, 2010, all vacation accruals will be capped at five (5) weeks.

- B. Vacation credit shall continue to accrue to an employee while in non-pay status for the first thirty (30) calendar days of authorized absence in any anniversary year but shall not accrue beyond the first thirty (30) days
- C. Each employee with at least eleven (11) months of service will bid for in March of each year, and take during the subsequent twelve (12) months, the number of vacation days equal to his or her annual rate of accrual as of April 1 following the bidding month of March. In applying this provision, however, an employee whose actual accrual on April 1 is less than his or her annual rate of accrual may elect to bid for and take less vacation days than his or her annual rate of accrual but not less than his or her actual accrual as of April 1. Unless such employee so notifies his or her supervisor in writing by February 20 of the year prior to the calendar year in which the vacation is to be taken stating the number of days of vacation which he or she intends to take under such election, he or she shall be assigned and take vacation equal to his or her annual rate of accrual as of such April 1.**
- D. In the event an employee leaves the service of the company (e.g. retire, quit, terminated) and has used vacation time that has not been accrued, that employee is obligated to reimburse the company for such time. Any outstanding monies will be deducted from the employee's final settlement upon leaving the company (e.g. back-time pay, award settlements, pension). The company must be made whole.
- E. Each employee with at least five (5) months but less than eleven (11) months of service will bid for in March of each year and take during the subsequent twelve (12) months no more than five (5) vacation days, unless he or she bids for vacation to be taken after his or her anniversary date in which case he or she may bid and take the number of vacation days equal to his or her annual rate of accrual as of April 1 following the bidding month of March. An employee must have completed six (6) months of service before he or she is eligible to take vacation, and should the employee fail to complete a year of service any vacation taken will be deducted from his or her final check.
- F. Vacation accrued in each calendar year must be taken in the following calendar year; however, vacation may be carried over to the subsequent year under the following conditions:
- 1) An employee exercises his or her election as contained in Paragraph C. above.
 - 2) An employee who has been specifically requested by the Company in writing to forego vacation during the year in which scheduled. Such canceled vacation period will be rebid to be taken at such time as the Company operations permit, but in no case later than the end of the next succeeding calendar year, and such rebid shall not be subject to cancellation. The rebid of canceled vacation will be handled separate and apart from the bidding of normal vacations and will be in addition to regular vacation allowances.
 - 3) An employee who changes shift, station or classification after vacation periods have been assigned and who is not assigned a vacation period during the balance of the year on the new shift, at the new station or in the new classification. Under such circumstances the employee must take the vacation not later than the next succeeding calendar year.
- G. An employee who has vacation accrued on April 1 in any year which is in excess of the employee's annual rate of accrual on such April 1 for reasons other than those covered by Paragraph F.,

subparagraphs 2 and 3, shall bid for and take in the ensuing year any such excess in addition to vacation as provided in Paragraph C. of this article.

- H. An employee who resigns from the service of the Company and has given the Company two (2) weeks advance written notice of his or her intention to resign will be paid his or her accumulated vacation credit to the date of termination, provided the employee has had one (1) year without a break in service with the Company.
- I. An employee who is laid off as a result of reduction in force or who is placed on leave of absence status shall be entitled upon request to all of his or her accumulated vacation credit provided that the employee has had one (1) year without a break in service with the Company, but an employee who is discharged for just cause shall not be entitled to any vacation credit.
- J. The pay for such vacation shall be the pay which the employee would normally have received at his or her straight time rate for regular time had he or she worked during his or her vacation.
- K. The following procedures will be used for vacation scheduling and bidding at line stations in the customer service agent classification:
 - 1) During the month of March each year and prior to the posting of vacation schedules, local management and the Local Union Representative shall meet and confer on vacation scheduling and bidding.
 - 2) If, after discussion with the Local Union representative, the vacation and bidding process is still not acceptable, the Union may file a report with the **Field Director** within ten (10) days, outlining those matters which have not been resolved and a decision will be rendered in five (5) working days.
 - 3) **Employees on an approved Leave of Absence or OJI at the time of the vacation bid will be allowed to bid for vacation provided the Company receives written notice from the employees treating physician of a date the employee will be fit to return to work. The employee's vacation allotment will be pro-rated from the later of the date provided by the physician or actual date of return to work.**
- L. During the month of March each year employees covered by this Agreement will file bids indicating their preference of vacation period and, subject to Company and departmental service requirements, vacation periods will then be assigned in accordance with seniority. In determining seniority, the earliest date of an employee on the Canadian USW seniority list will govern.

Vacation bidding process is to be mutually agreed upon between the station manager and the unit president or designee, in their respective stations. Vacation lists shall be posted for each station or location during the month of April and, after vacation schedules have been established, senior employees will not be permitted to take the vacation period already assigned to a junior employee.

It is understood that employees changing shifts, stations or classifications after vacation periods have been assigned may be given a new vacation period in order to meet the requirements of the service. An employee's days off or vacation period will be adjusted so that they coincide if he or she so requests in writing to his or her Red Coat/ALA fourteen (14) calendar days prior to starting vacation.

If an employee's bid vacation period is adjusted to coincide with two (2) successive periods of days off, the bid vacation period will be adjusted by moving it the least number of days possible to coincide with the nearest set of days off in the week preceding or following the bid vacation period. An employee's vacation period will be adjusted so that it coincides with his or her days off. The vacation period will be adjusted by moving it the least number of days possible to coincide with the nearest set of days off in the week preceding or following the vacation period.

An employee may request to change an assigned vacation week to an open vacation week that is available. The request is subject to management approval and must be made at least 30 calendar days before the first day of the open week. Once a change is approved the employee may not be displaced from his new vacation week by a more senior employee. Should there be more than one request for the same open week submitted on the same day, seniority will prevail.

- M. Vacation assignments will normally be made on the basis of weekly periods. However, an employee may take up to five days of his or her vacation on a day-at-a-time (DAT) basis. An employee who desires to take DAT vacation must notify his or her Red Coat/ALA in writing by February 20 of the number of DAT days desired. DAT vacation may be taken singularly or consecutively.

An employee requesting DAT vacation will be granted the day subject to the Red Coat/ALA's approval. A Red Coat/ALA may at his or her discretion approve requests for DAT vacation in one-half day increments. No request may be filed more than fourteen (14) calendar days in advance and approval will be on a first-come, first-served basis, and the Red Coat/ALA will notify the employee of approval or disapproval at least four (4) workdays in advance of the requested day off.

If more than one employee on the same day requests the same day off and all requests cannot be granted, the senior employee will be given the day off. An employee who fails to use all of his DAT vacation during the calendar year in which he elected to use DAT vacation will not be permitted to designate more than five (5) DAT vacation days for the next succeeding year.

- N. Employees who have earned an excess of one week or more of vacation (DAT) as of April 1 (excluding those falling under the provisions of Section F of this article) may request to use an additional week of vacation during the annual vacation bid process subject to the following conditions:
- 1) The company will determine the number of additional vacation (DAT) lines that will be made available due to the upcoming year's operational needs (For YVR, YWG, and YEG a minimum of 15 second round weeks and for YYZ and YUL a minimum of 25 second round weeks will be opened for earned vacation bank time)
 - 2) An employee who desires to take an additional vacation (DAT) week must submit a request to his or her Red Coat/ALA in writing by February 20. If less weeks are available than those requested, the weeks will be awarded in seniority order. If there are more open weeks available than submitted requests, an employee may elect to request additional weeks if enough excess vacation (DAT) is available.
 - 3) The employee will bid their additional week(s) in seniority order after all remaining employees have bid their annual allotment.

- 4) In the event that the only available vacation bid line falls on the same week that has already been awarded to the employee, the excess week will not be awarded and may be requested using the normal DAT process.

O. Holidays Within A Vacation Period

- 1) An employee's weekly vacation period as adjusted will consist of a period of seven (7) consecutive calendar days (eight (8) for an employee on a rotating day off schedule) including the employee's first set of regular days off.
- 2) If a recognized holiday falls on a regular workday within an employee's vacation period, the employee may elect to extend said vacation period (on either end) by an additional regular workday or to take the day on a DAT basis as provided in K. above.
- 3) If a recognized holiday falls on a regular day off within an employee's vacation period, the employee may elect to extend said vacation period (on either end) by an additional regular workday. The employee will be paid holiday pay for the regular day off and will have an additional vacation day charged against his vacation accrual.

ARTICLE 17: SICK LEAVE

- A. All employees covered by this Agreement shall earn one half day of sick leave for each month of service in the employment of the Company. If sickness does not require their use as earned, these days shall continue to accrue with a maximum of 108 days. Any unused portion of sick leave credits may be accrued to the next calendar year but only up to a maximum of 108 days. Employees with sick bank accruals earned prior to the amendment of Article 17 will retain days earned in their bank.
- B. Sick leave credit shall continue to accrue to an employee while in non pay status for the first thirty (30) calendar days of authorized absence in any anniversary year but shall not accrue beyond the first thirty (30) days.
- C. Employees who are laid off because of reduction in force shall retain intact sick leave credit for a period not to exceed 36 months from date of layoff. If such employees return to the service of the Company within that period, the sick leave credit which they will then begin to earn shall be added to such previously accrued sick leave credit. If such employees do not return to the service of the Company within the 36 month period, the accrued sick leave credit shall be canceled and if they return subsequently their sick leave credit shall begin to accrue as of the date of their return. Employees on extended leaves of absence shall retain all accrued sick leave credit.
- D. Sick leave taken on workdays shall be deducted from the accrued sick leave earned by the employee. Fractional days shall be counted as full days, but an employee absent on account of sickness for a fraction of a day may elect to take time off without pay instead of requesting pay for the whole day with the resulting deduction from accrued sick leave. However, an employee who has 6 days of sick leave accrual at the time of his or her illness may request sick leave pay for one-half day and be paid for hours worked up to four hours. Employees who have not completed at least one year of active service with the Company will not receive sick leave pay for the first day of any absence resulting from sickness, nor will the first day of such absence be charged against their sick leave accruals.

- E. A part-time employee who uses sick leave or vacation may claim such benefit for the number of hours he/she was scheduled to work on the day in question. The employee should indicate on his/her timecard the number of hours requested for the day. Failure to designate a request will be deemed to be an election by the employee that he/she desires to be paid four (4) hours vacation or sick leave for the day in question.
- F. The employees covered by this Agreement and the Union recognize their obligation to be truthful and honest in preventing unnecessary absences or other abuses of sick leave privileges. In case of doubt a medical certificate may be required for approval of pay on an individual basis for any sick leave taken or to justify an employee's absence due to claimed sickness. It is recognized that a case of doubt may be raised by an employee's prior attendance record such that he or she may be required in advance to be placed on a medical certificate requirement for future absence due to claimed sickness. An employee will not be placed on a mandatory medical certificate requirement without first being counseled in writing concerning his or her attendance dependability record. A mandatory medical certificate requirement will not be extended beyond six months of date of issuance without an intervening review with the employee of his or her attendance dependability record.
- G. In the event of a physical injury which occurs while performing his or her assigned duties and for which he or she is eligible for Workers' Compensation payments, the employee will receive benefits as required by applicable law.
 - 1) The Company will continue to pay the employee's wages during the "waiting period" between the time of injury and the commencement of compensation payments, regardless of length of service with the Company. The "waiting period" payments will not be charged against the employee's sick leave accrual.

NOTE: In cases where the laws and/or regulations provide for retroactive compensation payments back to the first day of injury and the employee has been paid by the Company per the above subparagraph, the amount of such compensation payments covering the "waiting period" shall be deducted from the employee's pay.

- 2) If the absence because of occupational injury continues beyond the waiting period, the employee may receive sick leave pay to the extent of his or her sick leave accrual as provided under this Article 17 of this Agreement; however, there shall be deducted from sick leave payment any payment received from Workers' Compensation benefits covering the same period of absence.
- 3) If the absence because of occupational injury continues beyond the waiting period and the employee has exhausted all accrued sick leave credit, he or she shall be paid during such absence a special injury leave credit not to exceed the following:

Active Service As An Employee Under This Agreement	Maximum Occupational Injury Leave Credit
1 day to 5 years	120 hours
5 years to 10 years	200 hours
10 years to 15 years	280 hours
15 years or more	400 hours

For each day of absence during which the employee is entitled to payment under the special injury leave credit, he or she will receive an amount equal to the amount paid by the applicable province. In the event the employee is denied workers' compensation coverage the employee will make the employer whole by paying back the amount received under the special injury leave in full. The maximum credit set forth above shall be available for use on a "per cause" basis but reoccurrences of a prior occupational illness or re-injury of a prior injury shall not constitute a new "cause" for payment of occupational injury credit.

- H. An employee who is disabled from working as of the start of his or her scheduled vacation due to an illness or injury that continues to render him or her disabled during all or part of such scheduled vacation may, upon submission of a satisfactory medical certificate to his or her supervisor, be permitted to continue to draw against his or her appropriate sick leave or occupational injury leave credits, in lieu of drawing against his or her vacation credit for that portion of his or her scheduled vacation during which he or she continued to be disabled.
- I. There will be no re-crediting of sick or occupational injury leave accruals upon the Company's recoupment of Workers' Compensation benefits under this Article 17 or upon an employee's offer of repayment of benefits once received. Acceptance of any check or payment of sick leave or occupational injury leave will be deemed as the employee's election to receive such benefits.
- J. In the case of sickness or injury, it is the employee's duty to promptly and affirmatively notify the Company of his or her election to receive or not to receive sick leave or, if eligible, occupational injury leave pay (to the extent of his or her credit).
- K. The phrase "waiting period" as used in this Article 17 and elsewhere in the Agreement refers exclusively to the applicable waiting period as defined in the respective provincial Workers' Compensation statutes.

ARTICLE 18: FREE TRANSPORTATION

- A. Employees covered by this Agreement and their immediate families will be granted the same transportation privileges granted by the Company to other employees.

- B. To the extent permitted by law and government regulations, space available passes over the Company's system will be issued on an individual basis for use in connection with travel required to administer this Agreement to:
- 1) The duly accredited representatives of the Union as defined in this Agreement who are employees of the Company; and
 - 2) The President of TC Local 1976 and/or designee.

ARTICLE 19: GRIEVANCES AND DISCIPLINE

A. Grievances

Any difference concerning discipline/discharge actions, the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

To avoid the development of minor complaints into a grievance, the parties wish that complaints arising from the interpretation or implementation of this agreement be discussed verbally between the employee and/or the Union representative and the employer or his/her designate. This discussion is to take place within seven (7) calendar days of the complaint/incident or matter giving rise to the grievance.

1) Step 1

The employee concerned or the Union representative may file a grievance in writing with the station manager within 15 calendar days after the cause giving rise to the grievance indicating the provision in the collective agreement that has been violated. The station manager shall issue a written decision, giving reasons for such decision, within 15 calendar days after receipt of the grievance.

2) Step 2

Failing settlement at Step 1, the Union's representative or designated representative may appeal the grievance to the employer's **Field Director** or designated representative within thirty (30) days following the decision of the Step 1 grievance. The **Field Director** or designated representative shall issue a written decision, giving reasons for such decision, within thirty (30) calendar days after receipt of the Union's Step 2 grievance. Either party may request a meeting at this step to exchange information and attempt to resolve the grievance.

3) Failing settlement at Step 2, the Union may refer the grievance to arbitration within thirty (30) calendar days following the decision of the Step 2 grievance.

4) A group grievance shall be filed at Step 1, and a Union policy grievance shall be filed at Step 2.

5) When a grievance is not appealed by the Union within the prescribed time limits the decision of the Company shall become final and binding. When the Company fails to issue a decision within the prescribed time limits, the grievance will be deemed to be denied and the Union may appeal the grievance to the next step within the prescribed time limits based upon the last date such decision was due.

- 6) Wage claims shall not be valid and collectible for a period earlier than sixty (60) days prior to the date of filing a grievance.
- 7) Time limits as specified herein may be extended by mutual agreement.
- 8) Failing settlement in accordance with Step 2 of Article 19, the dispute may be referred by the President of USW local 1976 or the appropriate Company Officer to a single arbitrator for final and binding settlement without stoppage of work.
- 9) Any grievance which is not settled to the satisfaction of the Union or the Company may be progressed to arbitration by written notice to the appropriate Company representative or the President of USW local 1976 within thirty (30) calendar days following the receipt of the decision at Step 2 or the due date of such decision if not received. If not submitted within the time stipulated the grievance shall be considered settled on the basis of the last decision.
- 10) With the intention of having a simplified and accelerated system of arbitration, an expedited arbitration process may be agreed to by the parties for the resolution of the grievance. Both parties will meet within thirty (30) calendar days to establish the guidelines for the expedited process.
- 11) The party requesting arbitration shall submit with its request the names of three arbitrators. If the other party does not agree to at least one of the nominees so proposed, it shall in its turn submit within 21 calendar days to the other party a further list of three arbitrators. If the parties still cannot agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator, and that selection shall be final.
- 12) The arbitrator shall have no power to add to, or subtract from or modify any of the terms of the agreement.
- 13) At the hearing before the arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 14) The arbitrator shall issue a written decision which is final and binding to the parties concerned within thirty (30) calendar days following the conclusion of the hearing, or as otherwise mutually agreed.
- 15) The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator, but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.
- 16) The time limits as provided herein may be extended by mutual agreement.

B. Discipline

- 1) If any decision made by the Company is not appealed by the employee affected within the time limit prescribed herein for such appeals, the decision of the Company shall become final and binding.
- 2) Disciplinary or discharge action will not be initiated without prior discussion with the employee (e) regarding the facts related to the case. At the commencement of the discussion, the employee (s) will be advised of the right to have a Union representative present.

- 3) In the event that the Company deems it necessary to hold an investigation, an employee shall have the right to be accompanied by a Union representative. If the Union representative is not available, or if the date/time of the investigation cannot be changed, the employee may be accompanied by another Union member of their choice.
- 4) An employee shall be given a copy of their statement and a transcript of evidence taken at the investigation, or on the appeal, shall be furnished on request to the employee and to the Union.
- 5) A non-probationary employee shall not be discharged or disciplined without being notified in writing by the Company of such action and the reason thereof.
- 6) During a new employee's probationary period, the Company in its sole discretion shall have the right to discharge, discipline or lay off such employee without establishing just cause.
- 7) If, during the grievance process, it is found that an employee has been unjustly discharged or disciplined, such employee shall be reinstated with seniority rights unimpaired, personnel records corrected clearing the discipline and be entitled to any lost compensation.
- 8) In those passenger complaint situations wherein the Company determines it is not appropriate to take formal disciplinary action against the employee involved, the passenger complaint, together with any written response provided by the employee, will be placed in the employee's local personnel file only. The Company will advise the employee of its decision to place the passenger's complaint in his/her local personnel file. Passenger complaints processed in the above manner by the Company will not constitute a grievable action under this Agreement.

ARTICLE 20: (RESERVED FOR FUTURE USE)

ARTICLE 21: SHIFT PREMIUMS

- A. For the purpose of this Agreement, it is understood and agreed that any work shift with a starting time of twelve (12:00) noon or later and before six (6:00) p.m. shall be considered an afternoon shift, and any work shift with a starting time of six (6:00) p.m. or later and before six (6:00) a.m. shall be considered a night shift.
- B. Any employee assigned to an afternoon shift will be paid **fifty-eight cents (58¢)** per hour additional compensation over the base rate paid on the day shift for all hours worked.
- C. Any employee assigned to a night shift will be paid **sixty-five cents (65¢)** per hour additional compensation over the base rate paid on the day shift for all hours worked.
- D. An employee who is scheduled to rotate between two (2) or more work shifts (i.e., day, afternoon or night) during a workweek will be paid **sixty-eight cents (68¢)** per hour additional compensation over the rate paid on the day shift for all hours worked during any workweek in which he or she works such schedule.
- E. Shift differential pay shall be included in the computation of excess hours rates.

- F. Shift premium shall be included in holiday pay for an employee who is scheduled to work but not required to work or when the holiday falls on a scheduled day off.
- G. In the payment of sick and vacation time, the employee is to be paid the same shift premiums which would have been paid had he or she worked. Under this policy, if part of the absence were on days on which he or she would have worked one shift and the rest on days on which he or she would have worked a different shift, he or she will be paid in each case according to the shift he or she would have worked, which means that he or she will receive either no or one shift differential for part of the time and a different differential for the other part.
- H.
 - 1) When an employee who is assigned to rotating shifts is to be paid accrued vacation upon termination, he or she will be paid the actual base rate without any shift differential.
 - 2) Under the same circumstances, an employee assigned to a fixed shift will be paid the base rate plus the fixed shift differential at which he or she was assigned.
- I. An employee who has completed his or her regularly assigned shift and then works another standard work shift will be paid for that second tour of duty on the basis of the shift differential applicable to that particular shift.
- J. When an employee works on one of his or her regular days off, he or she will be paid a shift differential on the basis of the shift that he or she is working on that day.
- K. When an employee works excess hours either before or after his or her regular shift but less than a full eight hours, the shift differential, if any, will be based on his or her regularly assigned shift.
- L. A CSA who provides formal training **authorized by the Company** will receive Red Coat/ALA hourly compensation for the time it takes to provide the training.

ARTICLE 22: UNIFORMS

- A. Where the Company requires employees to wear uniforms at work, the Company will bear the entire cost of the original basic dress uniform – above wing (dress uniform) or below wing (work uniform).
- B. A partial uniform kit will be issued to new hire employees. Upon successful completion of the probationary period, employees will receive the balance of the full kit. Subsequent uniform allotments will be provided to employees in accordance with the Company uniform policy.**
- C. The employee is responsible for keeping his uniform clean, in good repair and in presentable condition at all times.

ARTICLE 23: INSURANCE

A. All amendments to this Article, unless stated otherwise, shall become effective on the first day of the month following the date of signing of this Agreement for courses of treatment commencing on or after that date.

B. Group Medical Plan

No later than the first day of the sixth month following the date of signing of this Agreement, the Company will provide, to employees covered by this Agreement while on active payroll status, a supplemental medical plan for such employees. The Company will pay 90% of the premium cost – 10% will be paid by the employee. The essential elements of the plan will be as set forth in Appendix A to this Article 23 entitled “Essential Elements Of Supplemental Medical Plan for Canadian Agent Employees.”

C. Group Dental Plan

- 1) The Company will provide to employees covered by this Agreement while on active payroll a Group Dental Plan which will provide the following benefits for covered expenses incurred during a calendar year and will pay 90% of the premium cost- 10% will be paid by the employee.
 - a) Covered Dental Expenses will be payable at 90% of Reasonable and Customary Charges for the Class I Services, 80% of Reasonable and Customary Charges for Class II Services, and at 60% of Reasonable and Customary Charges for the Class III Services listed. There shall be one individual calendar year deductible of \$25.00 per person for Class II and Class III Services with a maximum of three such deductibles per family. The maximum amount payable for each individual for the total of Class I, II and III Dental Services during a calendar year will be \$2,000.00.
 - b) Covered Expenses for orthodontic services (Class IV Services) listed on the existing Schedule of Dental Services will be payable at 50% of Reasonable and Customary Charges for the orthodontic services listed, and the lifetime maximum benefit will be \$2,000.00 per person.
- 2) Except as expressly modified in this Article 23, Covered Dental Expenses, Limitations On Benefits and Covered Dental Expenses, Definitions and General Limitations will be as defined in the Group Dental Plan booklet dated 1990 (hereinafter “Plan booklet”). The Company will provide the President of TC Local 1976 or Unit President on request with copies of any changes in the Plan booklet with respect to employees covered by this Agreement.

D. Family Coverage

- 1) Family coverage under the Group Medical and Dental Plans shall extend only to spouse and unmarried dependent children in accordance with the provision covering eligible family members in the Plan booklet. It is recognized that no one can be covered under the Group Medical and Dental Plans as both a Dependent and an Employee, and no one can be a Dependent of more than one employee.
- 2) An employee’s family members who are insured under the Group Dental Plan at the time of his death may continue such coverage under the same terms, conditions and duration as are applicable

to the Group Medical Plan for Canadian USW represented employees under the Family Security Benefit, provided such family members pay monthly in advance the full premium for such coverage.

- 3) An employee will be covered under the Group Medical and Dental Plans on a single employee basis only, unless he enrolls for family coverage pursuant to the provisions of the Master Policy.

Employees returning to active payroll status after having allowed their coverage to lapse and be canceled for nonpayment of premiums will be reinstated in the same classification of coverage under which they were insured prior to cancellation, and no family member will be denied coverage for Covered Expenses incurred for treatment after the date of reinstatement of coverage, with respect to a preexisting condition for which coverage was in effect at the time coverage lapsed. However, for those employees whose coverage has lapsed for more than two months, as a condition precedent to reinstatement of family coverage, evidence of insurability of family members may be required and unless waived by the Company, participants will be subject to any preexisting conditions limitations of the Group Medical Plan.

Employees who have elected family coverage but who no longer have dependents eligible for such coverage shall promptly notify the Company within 30 days of such event. Life events such as family status changes are reported through Benefits Direct, the Company's online self-service employee website. If the employee does not notify the Company of the dependent's lack of eligibility within such 30 day period, the employee will be responsible to repay the full cost of any claims paid out on that dependent's behalf after coverage should have ended.

E. Retiree Coverage

- 1) An employee who retires on a Disability or Early or Normal Retirement pension on or after April 1, 2004 and who was enrolled in the Company's Group Medical and Dental Plans on his or her Retirement Date may continue as a participant in such Plans and will have the opportunity to elect either single or family coverage provided the employee is not eligible for group or dental coverage in another employment. Such participation may continue until such time as the retiree attains age 65. In addition, the retiree's eligible dependent spouse may also continue participation until such spouse attains age 65. Eligible children will be eligible for continued coverage for as long as 1) either the retiree or spouse remains a participant under the Plans and 2) the children remain eligible for coverage under the terms of the Plan.
- 2) An employee defined in Article 23 E 1 above will be given a one-time opportunity to enroll themselves and any eligible family members in the Company's Group Medical and Dental Plans upon retirement. Those employees who either 1) choose not to enroll upon their retirement or 2) enroll in the Plans upon retirement.
- 3) Retirees will be required to pay 100% of the premium cost for participation in the Company's Group Medical and Dental Plans. The premium cost for all participating retiree and eligible family members will be determined separately from the premium cost for active employees and will be determined on the basis of the experience of the participating retirees.
- 4) Upon the death of a retired employee defined in Article 23 E. 1 above, those surviving family members who meet the definition of eligibility under the Family Security Benefit will be eligible to

continue Group Medical and/or Dental coverage for the same period of time covered by the Family Security Benefit, by the payment of monthly premiums in advance to the Company.

F. Coordination Of Benefits

The Group Medical and Dental Plans shall include the following coordination of benefits provisions:

- 1) If a covered employee or family member is eligible to receive benefits under another group plan (i.e., a plan that is not administered by Delta Air Lines, Inc.), benefits from the Plan administered by Delta Airlines, Inc. will be coordinated with the benefits from the other group plan, so that not more than 100% of the "allowable expenses" incurred during a calendar year will be paid jointly by the plans. An "allowable expense" is any necessary, reasonable and customary item of expense covered in full or in part by any one of the group plans involved. A "plan" is considered to be any group insurance coverage or other arrangement for coverage of individuals in a group (including Medicaid and Medicare) which provides medical or dental benefits or services on an insured or uninsured basis. The Group Medical and Dental Plans referenced herein will be coordinated with any national health insurance plan(s).
- 2) The rules below establish the order in which benefits will be determined:
 - a) The benefits of a Plan which covers the person for whom claim is made other than as a dependent will be determined before a Plan which covers that person as a dependent.
 - b) The benefits of a Plan which covers the person for whom claim is made as a dependent of a person whose day of birth occurs first in a calendar year will be determined before a Plan which covers that person as a dependent of a person whose day of birth occurs later in that year; except that: (a) if the other Plan does not have this rule, its alternate rule will govern; and (b) in the case of a dependent child of divorced or separated parents, the rules in subparagraph c. will apply.
 - c) If there is a court decree which establishes financial responsibility for medical, dental or other health care of the child, the benefits of the Plan which covers the child as a dependent of the parent so responsible will be determined before any other plan; otherwise:
 - (1) The benefits of a Plan which covers the child as a dependent of the parent with custody will be determined before a Plan which covers the child as a dependent of a stepparent or a parent without custody.
 - (2) The benefits of a Plan which covers the child as a dependent of a stepparent will be determined before a plan which covers the child as a dependent of the parent without custody.

In any case, upon request by the parent with custody of the child, payment will be made directly to the provider of care for medical expenses incurred for the child.
 - d) When the above rules do not establish the order, the benefits of a Plan which has covered the person for whom claim is made for the longer period of time will be determined before a Plan which has covered the person for the shorter period of time; except that:

- (1) The benefits of a Plan which covers the person as a laid off or retired employee, or his dependent, will be determined after a Plan which covers the person as an employee, other than a laid off or retired employee, or his dependent.
- (2) If the other Plan does not have the rule in subparagraph d.(1) which results in each Plan determining its benefits after the other, then subparagraph d.(1) will not apply.

G. Group Life Insurance

- 1) The Company will make available at no cost to employees covered by this Agreement while they are on active payroll status \$35,000.00 of Group Life Insurance coverage to be placed through an insurance carrier or carriers selected by the Company (hereinafter the "Plan"). An employee may elect additional coverage under this Plan at his expense in **\$10,000.00** increments to a maximum of **\$200,000.00**, subject to submission of evidence of insurability satisfactory to the insurance carrier(s).
- 2) In order to be eligible for group life insurance coverage under 1 above, an employee must complete the life insurance enrollment process online through Benefits Direct, the Company's online self-service employee website. Coverage will become effective on the date of receipt of such application by Benefits Direct, or where proof of insurability is required, the first day of the month following the date of approval of the application by the insurance carrier(s).

APPENDIX A – Essential elements of supplemental medical plan

For Canadian Agent Employees

Administration

Delta Air Lines, Inc. will be the Plan Administrator and have the fiduciary responsibilities under the Plan. Delta will select the insurance carrier to administer the Plan. Delta can, in its sole discretion, change the insurance carrier administering the Plan.

Eligibility For Coverage

The classifications of employees who are eligible for coverage include all full-time and part-time employees who are on active payroll status and who are residents of Canada and who have filed with Delta Air Lines Inc., Inc. Benefits Administration, a properly completed application for coverage.

Employees and their family members will be eligible to participate in the Plan as soon as they commence work. Employees who do not have a family member at that time will be eligible for family member coverage on the day they acquire their first family member.

Eligible Family Members

Eligible family members include the employee's spouse and his/her unmarried children from birth to 19 years of age. If the employee's children are unmarried, full-time students and primarily dependent upon the employee for support, such children will be eligible for family member coverages up to age 26. A child born of a minor female while she is covered as the employee's child will be considered one of the employee's family members as long as the minor female child is covered under the Plan.

The term child includes any child born of the employee, and any child legally adopted by the employee, and any stepchild of the employee who lives with the employee, and any foster child of the employee who lives with the employee in a normal parent-child relationship and is primarily dependent upon the employee for support and maintenance and for whom the employee receives no reimbursement from governmental bodies for maintenance and support.

Coverage for an employee's unmarried children who are mentally or physically incapable of earning their own living may be continued beyond the age limits shown above if, within 30 days after the date benefits would otherwise be canceled, the employee submits proof of his/her child's incapacity to the insurance Company.

No one can be covered under this plan as both a dependent and an employee and no one may be a dependent of more than one (1) employee.

Effective Date of Coverage

Employee coverage will become effective on the day the employee becomes eligible to participate in the Plan, provided the employee has completed an enrollment form for employee coverage and such form is received by Benefits Direct, the Company's on line self-service employee website.

Family member coverage will become effective on the day the employee becomes eligible for family member coverage if the employee completes an enrollment form for family member coverage and it is

received by Benefits Direct, the Company's on line self-service employee website within 30 days immediately following the date the employee becomes eligible for family member coverage. If the enrollment form for family member coverage is not received by Benefits Direct, the Company's on line self-service employee website within such period, family member coverage will become effective on the first day of the month next following the date the application for coverage, subject to submission of evidence of insurability, is approved by the insurance Company.

If the employee is absent on the day his/her coverage would normally become effective, coverage for the employee and his/her family members will be postponed until the day the employee returns to work.

If a member of the employee's family, other than a newborn child, is confined in a hospital on the date his/her coverage would normally become effective, medical benefits under this plan for that individual will be postponed until the member is no longer hospital confined.

Plan Design

The Supplemental Medical Plan will contain the following benefits:

1. Reimbursement Level. The reimbursement level under the Plan will be 80% of Covered Expenses.
2. Individual Lifetime Maximum Benefit. There shall be no limit imposed on the amount of Group Medical Benefits payable over an individual's lifetime.
3. Covered Expenses. Covered Expenses will include those charges that are Reasonable & Customary and medically necessary. Covered Expenses must be recommended in writing by a physician legally licensed to practice medicine and must exceed the amount payable from any other source including the appropriate Provincial Hospital/Medical Program, any other government plan, and any policy issued to the employee by an insuring organization. Covered Expenses must be submitted to the insurance Company prior to the end of the calendar year following the year in which they were incurred. Reimbursement for Covered Expenses must not be prohibited under the terms of the appropriate Provincial Hospital/Medical Program and/or any other government legislation.

The following charges will be considered Covered Expenses:

- A) Hospital. Charges by a hospital for the difference between the public ward allowance for room and board under the Provincial Hospital Program and the semi-private/preferred rate per day subject to a maximum difference in charges of \$100.00 per day.
- B) Prescription Drugs. Charges for drugs, serums and medicines approved in Canada, medically necessary, legally requiring a prescription to be dispensed necessary to treat a condition arising from illness or injury. The plan will pay 100% after a \$10 copayment for up to a 34-day supply. Charges made for the administration of serums and injectable drugs are excluded.
- C) Nursing Care. Charges for in-home, private duty nursing subject to a maximum payment of \$10,000 per person per disability. Covered practitioners would include registered nurses, registered nursing assistants, and licensed practical nurses. Charges are not payable for a person who ordinarily resides in the employee's home or is a member of the employee's or spouse's family.

Charges for care that is custodial or for services which do not at least require the skill level of a licensed practical nurse are excluded.

- D) Ambulance. Charges for professional, licensed ambulance services to the nearest hospital where adequate treatment may be rendered and from one hospital to another when medically necessary.
- E) Paramedical Practitioners. Charges for professional paramedical practitioners subject to an annual maximum payment of **\$750** for the combined services of all the following specified paramedical practitioners:

Charges for diagnostic x-rays and laboratory tests ordered by a chiropractor, osteopath, podiatrist or chiropodist will be covered under the services of such practitioners subject to a maximum of one (1) x-ray per practitioner in any one (1) calendar year:

- 1) chiropractors, osteopaths, podiatrists, chiropodists, naturopath, acupuncturist;
- 2) clinical psychologists, speech therapists, physiotherapy or registered masseurs, if specified as medically necessary by a physician.

F) Vision coverage – maximum benefit of \$200 per calendar year for covered vision products or services not covered by the medical plan.

G) Miscellaneous Services and Supplies. Charges made for:

- 1) diagnostic x-ray and laboratory examinations;
- 2) x-ray, radium and radioactive isotope treatment.
- 3) oxygen and blood serum or other prescribed blood products;
- 4) rental of oxygen breather;
- 5) services of a registered physiotherapist;
- 6) insulin needles and syringes, Clinitest (or similar home testing supplies) for diabetics, initial purchase of a glycometer for insulin dependent diabetics. Supplies used with blood glucose electronic monitoring machines are excluded.
- 7) orthopedic shoes where medically necessary and prescribed by a physician or podiatrist subject to a maximum benefit of \$200 in any one calendar year;
- 8) purchase of braces; rental of crutches, canes, walkers or purchase upon approval by the insurance Company; purchase or repair of artificial limbs and eyes; purchase following a mastectomy, of two surgical brassieres per calendar year and an initial breast prosthesis plus replacement every two years;
- 9) prescribed surgical stockings subject to a limit of two pairs per calendar year;
- 10) colostomy and ostomy supplies;

11) rental of a wheelchair, hospital-type bed or other approved durable equipment for temporary therapeutic use, or purchase of similar equipment if approved by the insurance Company. Charges for the purchase of electric wheelchairs or hospital beds are subject to the insurance Company's prior approval.

H) Outpatient Services. Charges by a hospital for use of out-patient facilities or supplies.

I) Convalescent Hospital. Charges for room & board and services & supplies for a Convalescent Hospital up to 120 days per disability if confinement in the Convalescent Hospital is within 14 days of hospital discharge as an inpatient in a hospital. Such benefits shall be reduced by any amounts payable under any provincial or federal plan covering such expenses.

J) Accidental Dental. Charges for treatment for injury to natural, sound teeth resulting from a direct blow to the mouth while insured within one year following the date of the accident. The tooth must not be diseased, prior to the accident, to the extent that it was predisposed to pathological fracture or imminent loss.

K) Out-Of-Province Coverage. Charges for out-of-province hospital room and board up to the semi-private rate, hospital services and supplies, and doctor services necessitated by (1) an emergency or (2) referral by a physician due to lack of availability of treatment in the province of residence provided the applicable Provincial Medicare Plan has agreed to pay benefits as a result of the referral.

4. Deductible. An individual deductible of \$100 per calendar year for all causes incurred during the calendar year. If three or more family members incur Covered Expenses during the same calendar year and the total expenses used toward satisfying their individual deductible amounts are at least equal to \$300, no further deductible amounts shall be required for the remainder of the calendar year for that family.

If two or more individuals in a family are injured in the same accident, only one deductible will apply to all individuals in the accident.

5. Benefits Following Cancellation.

If an employee or covered family member is totally disabled when the employee's coverage ends, benefits will continue for expenses that result from the injury or sickness that caused the total disability if the expenses are incurred:

- during the uninterrupted period of total disability,
- within 1 year of the end of coverage, and
- while this provision is in force.

For the purpose of this provision, an employee is totally disabled if prevented by illness from performing any occupation the employee is or may become reasonably qualified for by education, training or experience, and a dependent is totally disabled if prevented by injury or sickness from performing the normal activities of a person of the same sex and age.

Coverage under this provision will not exceed the earlier of the following dates: (1) one year from the date the coverage is cancelled; or (2) the date the employee or covered family member becomes covered under another group medical plan.

In the event the disability is due to complications resulting from pregnancy, no benefits will be payable to any child born as a result of that pregnancy.

6. Exclusions. Expenses resulting from the following charges are excluded under this Plan:
- A) Self-inflicted injury or injuries caused by war or any act of war whether declared or undeclared, riot or civil commotion; committing or attempting to commit a criminal offense;
 - B) Anti-smoking treatments;
 - C) Accident or illness for which benefits are payable under any Workers' Compensation Act or similar legislation;
 - D) Cosmetic surgery, except to the extent necessary to repair disfigurement due to an accident sustained while insured;
 - E) An examination by or the services of a physician if required solely for the use of a third party;
 - F) For medical care or treatment before coverage becomes effective;
 - G) For charges which you or your family members are not legally required to pay or would not have been made had coverage not existed;
 - H) For or in connection with custodial care, education or training;
 - I) For medically unnecessary care or treatment;
 - J) Fertility drugs, vitamin preparations (with the exception of Vitamin B12 for the treatment of pernicious anemia), protein and dietary supplement, remedies prescribed by a Naturopath, drugs not approved under the Food and Drug Act for sale and distribution in Canada, medications available without a prescription.
7. Family Security Benefit. In the event of an employee's death, benefits under the Supplemental Medical Plan will be continued for his family members covered on that date, without payment of premiums, until the earliest of the following dates:
- A) Remarriage of the surviving spouse, in which case the coverage for all family members terminates;
 - B) The date a family member attains age 65 (there is no continuation for a family member who is already age 65 at the time of the employee's death);
 - C) The date a family member ceases to qualify as a family member for any reason other than lack of primary support by the employee;
 - D) Two years from the date of the employee's death.

The coverage which is continued for family members will be the coverage in force for family members of employees on active payroll.

The coverage which is continued in force for family member children because of the employee's death will not be affected if the surviving spouse dies during the two year (maximum) continuation of coverage.

When the coverage provided by the Family Security Benefit terminates, the employee's eligible family members may continue their coverage under the Supplemental Medical Plan by the monthly advance payment of the full premium, to the Company until the earlier of the dates below (subject to a minimum continuation period of 36 months);

- a) the date of remarriage of the surviving spouse, or
- b) the date coverage would otherwise have terminated if the employee had lived.

8. Canadian Dollars

Benefits are expressed in Canadian dollars under the Plan, and payment is made in Canadian dollars.

APPENDIX B - Long Term Disability Coverage

The Company will provide administrative services including payroll deductions for the long term disability coverage provided by an insurer selected by the Company. Premiums for such coverage shall be shared equally between the employee and the Company.

The essential elements of this program include:

Eligibility	Active employees with 12 months of active service
Elimination Period	90 days
Monthly Benefit	66 2/3%
Minimum Monthly Benefit	\$50
Maximum Monthly Benefit	\$5,000
Participation	Mandatory
Contribution	50% Employee/50% Company

ARTICLE 24: GENERAL AND MISCELLANEOUS

- A. Employees shall not be required to pay premiums on bonds required by the Company in handling of its business.
- B. Where the term duly accredited representative appears in this Agreement, it shall be understood to mean members of the regularly constituted committee and/or officers of the Union.
- C. If new equipment is put into service by the Company, all employees affected shall be given every opportunity with reasonable instructions to become familiar with the new equipment without change of classification or rate.
- D. Employees taken away from their regular assigned duties at the request of the Company to attend court and/or to appear as witnesses for the Company will be furnished transportation and will be allowed compensation equal to what they would have earned had such interruption not taken place and, in addition thereto, necessary actual expenses while away from their station for such purpose. Employees who are at Company request required to so attend and/or appear on a regular day off will receive a minimum of eight (8) hours straight time pay for such day.
- E. Jury Duty
 - 1) Employees who must be absent from work while serving as jurors shall, upon proper evidence that they were called and actually served such jury duty, be paid their regular day shift rate of compensation, less the pay received for such jury duty. Employees must notify their supervisors immediately upon receipt of a jury duty summons.
 - 2) Employees called for jury duty will be assigned to a day shift with Saturday and Sunday as regular days off (RDO's) beginning with the Saturday and Sunday immediately preceding commencement of jury duty and ending upon completion of jury duty.
 - 3) If during his or her tour of duty an employee is released for all of a given weekday, he shall report to work and in such case may retain all jury duty pay received for that day.
 - 4) Employees must report back to work at their normal shift starting time on the first day after completion of jury duty. If an employee is caused to work more than five (5) days in a row as a result of resuming his pre-jury duty RDO pattern, such employee shall only receive regular straight time rates for the first eight (8) hours of each such day.
- F. All orders or notices to an employee under this Agreement involving a change in station assignment, promotion, demotion, furlough and leave of absence shall be given in writing.
- G. Suitable provisions shall be made for posting official or formal notices of interest to the employees issued by either of the parties to this Agreement. There shall be no distribution or posting by employees hereunder of advertising or political matter, notices or any kind of literature upon the Company's property.
- H. This Agreement shall be printed or reproduced by the Company, and each employee hereunder shall be provided with one (1) copy on request.

- I. Efforts will be made to furnish employment (suited to their capacity) to employees who have become physically unable to continue in service in their present positions.
- J. The present practice of certain classifications or groups of employees working fixed shifts and/or days off or rotating shifts and/or days off will be continued, except where a request for change is made by either party to this Agreement. When such a request is made, the determination shall be made by agreement between local management and the Unit President. If no agreement can be reached locally, the matter may be appealed to the President of TC Local 1976 or designee and the **Field Director**, or such person as the Company may designate. In case the President of TC Local 1976 or designee and the **Field Director** or designee fail to agree, further appeal may be referred to arbitration. It is understood that in instances where the Unit President or the President of TC Local 1976 or designee requests fixed shifts and/or days off, such request will be granted unless it can be shown that such change would cause undue costs or impairment of the service due to lack of sufficient experienced personnel on a shift.
- K. Employees will, upon termination of employment and on written request, have returned to them service cards, letters of recommendation and other papers which have been furnished by them for investigation. In addition the Company will, on written request, furnish employee with a letter setting forth the facts as to his or her employment and length of service with the Company.
- L. It is understood and agreed that the Company will not lock out any employee and the Union will not sanction nor will the employees take part in any strike, slowdown or picketing of Company premises until the procedures for settling disputes as provided herein and as provided by the Canada Labour Code, as amended, have been exhausted.
- M. In the event free parking facilities for employees are not available to airport locations, commencing on the first day of the month following the signing of this Agreement the Company will assume the monthly parking charge up to a maximum of five dollars (\$5.00) per month assessed by the appropriate authority (airport, port, etc.) for parking in an area designated by the Company for employee parking. This provision will not apply to charges to employees for decals, stickers, gate keys, registration fees or similar items.
- N. When it is necessary for an employee to be absent from duty because of death in the employee's immediate family, the Canada Labour Code shall apply. Immediate family includes the employee's spouse, including common-law spouse; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren), the employee's brothers and sisters, the grandfather and grandmother of the employee; the father and the mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or whom the employee permanently resides. "Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been cohabiting with the individual for at least one year immediately before the individual's death. Such employee will be granted absence with pay for any three (3) consecutive scheduled workdays, one (1) of which shall be the date of death or the date of the funeral. With management approval, employees may be permitted to use additional vacation time off, PDO, bank time, and LOA as needed to round off the workweek in conjunction with bereavement leave. If the death of an immediate family member occurs

while the employee is on vacation, bereavement leave may be taken in lieu of vacation days and such days will not be charged against an employee's vacation accrual. When the death of an employee's extended family member occurs, local management will make an effort to grant the employee authorized leave time to attend the funeral. Such employee may use vacation time or unpaid leave time. NOTE: An employee's stepparent(s) or legal guardian(s) may be substituted for his/her mother and father upon approval of the Human Resources Manager responsible for Canada or his/her designee.

- O. In the event of sabotage threats, it is anticipated that all employees will continue to carry out their assigned duties. However, no employee will be required against his or her will to work in the immediate area of the sabotage threat.
- P. Upon request, each employee will be issued a statement showing the balance of his or her vacation and sick leave accruals.
- Q. Secretary-customer service agents are recognized as being included in the customer service agent classification only for the purposes of excess hours.
- R. The number of part-time positions on the system shall not exceed forty (40%) of the number of employees employed under this Agreement. All fractions will be rounded up to the next whole number.
- S. Employees who qualify for and maintain a "D" license will be paid **\$75.00** per aircraft tow on active taxiways. This does not include any pushbacks or tow that does not require a "D" license. The station will maintain enough "D" qualified employees so that no individual may be displaced from their bid shift for the sole purpose of towing aircraft. Each station will set their own limits for a minimum and maximum number of "D" qualified employees based on operational needs. If a minimum of employees do not volunteer for the "D" qualification, the aircraft tows may be contracted out.
- T. **Employees who are on an approved Leave of Absence from Delta to perform union work approved in writing by the Local will receive lost pay and benefits for the period the employee would have otherwise earned while performing scheduled work had they not taken leave. The union will reimburse the Company no later than forty-five (45) days from the date of the invoice.**

ARTICLE 25: BASIS OF PAY

- A. The hourly rates of pay set forth in Schedule A , attached hereto and made a part of this Agreement, shall be the minimum rates paid on or after the dates specified on that schedule. Wage scales shall be applied at all locations throughout the system, but in the event a tight labour market at a particular location makes the hiring of new employees difficult at that location the Company and the President of TC Local 1976 will meet and agree to a reasonable solution to the problem pertaining to that particular location during such period.
- B. Employees shall be paid on a monthly basis. In order to determine the basis of pay for less than a full month period or for excess hours purposes, the monthly rate shall be divided by one hundred seventy three and one-third($173 \frac{1}{3}$) (the number of standard work hours in a month) which shall equal the straight time hourly rate.

For payroll purposes, the standard workweek shall begin at twelve one (12:01) a.m. on Saturday and end at twelve (12:00) midnight the following Friday.

- C. Regular paydays shall be established for each station on the basis of biweekly payment of compensation, except as it may be changed to a more frequent method or to comply with Canadian law.
- D. Should the regular payday fall on a holiday, employees will be paid on the preceding day if possible.
- E. Where there is a shortage equal to one-half day's pay or more in the pay of an employee, a special check will be issued as promptly as possible to cover the shortage. Where there is a shortage of less than one-half day's pay, the shortage will be included in the next paycheck. All special checks (shortages equal to one-half day's pay or more) will be issued by Payroll within five (5) working days of notification to Payroll of the shortage; provided, however, that when a regular paycheck is due the employee within the five (5) day period set forth herein, Payroll may include the shortage in the regular paycheck.
- F. Paychecks will include an itemized statement of all wages and deductions made for the pay period.
- G. Deductions may be made by the Company from an employee's paycheck:
 - 1) For expense advances or other indebtedness due to the Company, including but not limited to charges for non-sufficient fund checks, unreturned or lost identification badges or keys, uniforms and the cost of tools and equipment issued to the employee but not returned; and
 - 2) For vacation used in excess of accruals, but only from the last paycheck of an employee following termination or placement on leave of absence or layoff status;
 - 3) In the event of overpayments that occur for more than two (2) pay periods which are to be recouped by the Company, not more than fifteen percent (15%) of an employee's gross pay will be deducted from any one (1) paycheck. This fifteen percent (15%) limitation will not apply to recoupment deductions taken by the Company with respect to advanced vacation. Note: In cases where the fifteen percent (15%) deduction causes a hardship, the Company and Union may agree to modify the fifteen percent (15%) recoupment figure.

H. Employees leaving the service of the Company will be furnished with a paycheck covering all time due upon request at the earliest possible time after separation and in compliance with Canadian law.

I.

- 1) The salary of an employee transferring to a position in a higher classification, and who has not previously served in classifications equal to or higher than the classification to which transferring, shall be the lowest salary bracket in the higher classification paying at least eight dollars (\$8.00) more than he or she is entitled to in the lower classification.
- 2) The salary of an employee transferring to a position in a higher classification, and who has previously served in classifications equal to or higher than the classification to which transferring, shall be the most favorable to the employee of one of the following:
 - a) The lowest salary bracket in the classification to which transferring, paying more than he or she received in the lower classification at the time of transfer.
 - b) The salary bracket in the classification to which transferring that his or her previous total length of service in classifications equal to or higher than the classification to which transferring would entitle him or her in accordance with the salary schedule.
 - c) The highest salary bracket previously entitled to attain in the same classification as the one to which transferring.

J.

- 1) The salary of an employee transferring from a higher classification to a lower classification to which previously assigned shall be established by determining the highest salary bracket the employee was entitled to receive in the lower classification and adding length of service subsequently served in all higher classifications.
- 2) The salary of an employee who is transferring from a higher classification to a lower classification and who has not previously held a position in a classification lower than the classification being transferred to shall be established by totaling length of service in all higher classifications.
- 3) The salary of an employee transferring from a higher classification to a lower classification to which the employee has not previously been assigned but which is higher than classifications previously held shall be established as follows:
 - a) Determine the highest salary bracket the employee was entitled to receive on the date last assigned in the lower classification.
 - b) Determine the lowest salary bracket in the classification to which transferring which is higher than the salary bracket set forth in a. above.
 - c) Determine length of service assigned to classifications higher than the classification to which transferring since the date set forth in a. above.
 - d) Add to the rate determined in b. above any salary steps the length of service determined by c. above would entitle the employee. That result would be the current salary.

1. Salaries established under Paragraph I. shall in no case be in excess of the salary paid the employee in the classification the employee is transferring from. Should the application of Paragraph I. result in a computation in excess of the salary being paid in the higher classification, the salary of the higher classification will be retained.
- K. In establishing the salary of an employee under Paragraphs H. and I. above, the maximum salaries of the classifications involved shall be used to determine whether an employee is transferring to a higher classification or to a lower classification.
- L. The basic date for automatic salary progression for an employee hired into a position covered by this Agreement before 9/19/79 will be established to be that "automatic" date shown for that employee on Company records as of 9/19/79. The basic date for automatic salary progression for an employee hired into a position covered by this Agreement, on or after 9/19/79, will be the effective date of first assignment to such position as evidenced by Company records.
- M. In computing an employee's time elements for automatic progression under the wage scale, the following shall be observed: Authorized leaves of absence not to exceed ninety (90) days in a calendar year shall be included in length of service. Absence due to Canada Labour Code protected leaves such as maternity leave, sickness, injury or accident and time spent by employees away from their regular jobs when they are loaned to other employers by the Company shall be included in length of service.
- N. In the event a clerical position covered by this Agreement is established during the term of this Agreement, the rate of pay for such position may be fixed by management, subject to approval by the President of TC Local 1976.
- O. All references to dollars or rates of pay in this Agreement are understood to refer to Canadian funds.

ARTICLE 26: CHECK-OFF

1. Effective June 1, 1960, all employees covered by this Agreement shall as a condition of continued employment with the Company execute a payroll deduction authorization form to be agreed upon by the parties which shall authorize the Company to deduct from the first paycheck of the month and the first paycheck of each subsequent month an amount equal to the monthly Union dues and initiation fees of the Union, subject to the conditions set forth herein.
2. The amount to be deducted, hereinafter referred to as "check-off deduction", shall be equivalent to the regular dues payment and initiation fee of the Union uniformly required of all members and shall not include fines or special assessments. The amount to be deducted shall not be changed during the term of Agreement, except to conform with a change in the amount of regular dues of the Union uniformly required of all members in accordance with its constitutional provisions and bylaws.
3. Membership in the Union shall be available to any employee eligible under the constitution and bylaws of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union.

4. Deductions shall commence on the payroll for the first day of the calendar month following assignment to a position covered by this Agreement.
5. If the wages of an employee payable on the payroll for the first pay period of any month are insufficient to permit the full check-off deduction, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the deductions not made in an earlier month.
6. Check-off deductions shall be made only from the first paycheck each month, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been justified. In the event of termination of employment, there shall be no obligation on the Company to collect check-off deductions until all such other deductions (including money claims of the Company and Credit Union) have been made, and such obligation to collect check-off deductions shall not extend beyond the pay period in which the employee's last day of work occurs.
7. The Company will remit to the Union representative who will be designated by the President of TC Local 1976, one check in payment of all check-off deductions collected as soon after the payday on which deductions were made as practicable and within thirty (30) days. The Company remittance of such deductions to the designated representative of the Union will be accompanied by two (2) copies of a list which includes (1) names, (2) employee clock numbers, (3) location numbers and (4) individual amounts deducted.
8. The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of the remittance to the Union, the Company shall adjust the amount in a subsequent remittance.
9. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of the provisions of this section of the Agreement. The Company shall promptly notify the Union of any such claim of liability made against the Company.
10. Nothing in this section shall be construed to require membership in the Union.
11. The term "Union" as used herein means the TC Local 1976 of the United Steelworkers (USW).
12. The Company will make arrangements for all new employees coming under this Agreement to have up to one (1) hour during their Company orientation period or during regular working hours to meet with a Union representative for the purpose of orienting the new employee to this Agreement.

ARTICLE 27: SAVING CLAUSE

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 28: EFFECTIVE DATE AND DURATION

This Agreement constitutes full and complete settlement between the parties of rules and working conditions for the period June 1, **2018** through May 31, **2023**. Changes to rates of pay will become effective April 1, **2018 for the first year and June 1 in subsequent years.**

Except as otherwise specifically stated herein, this Agreement shall become effective on its date of signing, shall continue in full force and effect through May 31, **2023** and shall renew itself without change through each succeeding May 31st thereafter, unless written notice of intended change is served in accordance with the Canada Labour Code as amended.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Agreement this July 25, 2018

For United Steel Workers	For Delta Air Lines, Inc.
<p><i>Steven Hadden</i> Steven Hadden President TC Local 1976 USW</p>	<p><i>Jim Davis</i> Jim Davis Vice President Airport Customer Service - International</p>
<p><i>Mariana Traer</i> Mariana Traer Unit President – Western Canada</p>	<p><i>Chris Puckett</i> Chris Puckett General Attorney – Labor Relations</p>
<p><i>Jack Peragine</i> Jack Peragine Unit President - Toronto</p>	<p><i>Sue Jones</i> Sue Jones Field Director – Canada</p>
<p><i>Charlie Vaccaro</i> Charlie Vaccaro Unit President - Montreal</p>	<p><i>Greg Tahvonen</i> Greg Tahvonen Vice President – Global Compensation and Benefits</p>
<p><i>Manny D'Souza</i> Manny D'Souza Chief Steward – Airline Division, USW</p>	<p><i>David Mill</i> David Mill Station Manager - Montreal</p>
<p><i>Troy Lundblad</i> Troy Lundblad Staff Representative USW</p>	<p><i>Jeannine Ashworth</i> Jeannine Ashworth Managing Director – Airport Customer Service</p>
<p><i>Jeffery Mcwhinney</i> Jeffery Mcwhinney Sub- Unit President - YWG</p>	

Schedule A Pay Scales

Pay Table
881

CSA Full-time 093190
CSA Part-time 093200
CSA TRAINEE FULL-TIME 092880

Job codes:
CSA -Cargo FT - 094840
CSA -Cargo PT - 094850

Step	# of months at each step		01Jan18 hourly	01Jan18 monthly	01JApr18 (4.5% TOS) hourly	01Apr18 (4.5% TOS) monthly	01Jun19 (3.5%) hourly	01Jun19 (3.5%) monthly	01Jun20 (3.0%) hourly	01Jun20 (3.0%) monthly	01Jun21 (3.0%) hourly	01Jun21 (3.0%) monthly	01Jun22 (3.0%) hourly	01Jun22 (3.0%) monthly
1	000	Start	\$14.00	\$2,426.62	\$15.05	\$2,608.62	\$15.58	\$2,699.92	\$16.04	\$2,780.92	\$16.53	\$2,864.34	\$17.02	\$2,950.27
2	012	After 1 year	\$14.00	\$2,426.62	\$15.81	\$2,740.35	\$16.36	\$2,836.26	\$16.85	\$2,921.35	\$17.36	\$3,008.99	\$17.88	\$3,099.26
3	024	After 2 years	\$14.49	\$2,511.94	\$16.60	\$2,877.28	\$17.18	\$2,977.98	\$17.70	\$3,067.32	\$18.23	\$3,159.34	\$18.77	\$3,254.12
4	036	After 3 years	\$15.19	\$2,633.27	\$17.43	\$3,021.14	\$18.04	\$3,126.88	\$18.58	\$3,220.69	\$19.14	\$3,317.31	\$19.71	\$3,416.83
5	048	After 4 years	\$15.87	\$2,750.60	\$18.23	\$3,159.81	\$18.87	\$3,270.40	\$19.43	\$3,368.51	\$20.02	\$3,469.57	\$20.62	\$3,573.65
6	060	After 5 years	\$16.52	\$2,863.97	\$19.07	\$3,305.40	\$19.74	\$3,421.09	\$20.33	\$3,523.72	\$20.94	\$3,629.44	\$21.57	\$3,738.32
7	072	After 6 years	\$17.20	\$2,981.31	\$19.85	\$3,440.60	\$20.54	\$3,561.02	\$21.16	\$3,687.85	\$21.80	\$3,777.89	\$22.45	\$3,891.22
8	084	After 7 years	\$17.89	\$3,100.64	\$20.66	\$3,581.00	\$21.38	\$3,706.33	\$22.02	\$3,817.52	\$22.69	\$3,932.05	\$23.37	\$4,050.01
9	096	After 8 years	\$18.62	\$3,227.94	\$21.60	\$3,743.93	\$22.36	\$3,874.97	\$23.03	\$3,991.21	\$23.72	\$4,110.95	\$24.43	\$4,234.28
10	108	After 9 years	\$26.23	\$4,546.54	\$27.42	\$4,752.71	\$28.38	\$4,919.05	\$29.23	\$5,066.63	\$30.11	\$5,218.62	\$31.01	\$5,375.18

Pay Table
883

Canada Lead Agent
CSA TOS + \$300.00

092760

Job code:
LEAD AGENT P14 (OLD)

094810 PSA -Red Coat P14
094820 ALA P14

Only Lead Agents hired prior April 1, 2014

Step	# of months at each step	Supervisor (CSA + 150.00)	01Apr17 (TOS + \$250) monthly	01Apr18 (TOS + \$300) monthly	01Jun19 (TOS + \$300) monthly	01Jun20 (TOS + \$300) monthly	01Jun21 (TOS + \$300) monthly	01Jun22 (TOS + \$300) monthly
1	000	Start	\$4,796.54	\$5,052.71	\$5,219.05	\$5,366.63	\$5,518.62	\$5,675.18

Pay Table
613

Canada Lead Agent
CSA + \$300.00 PSA/ALA Override

Job codes:
094790 PSA -Red Coat
094800 ALA

Only Lead Agents hired on/after April 1, 2014

Step	# of months at each step		01Apr17 (3.0%) hourly	01Apr17 (3.0%) monthly	01JApr18 (CSA-300) hourly	01Apr18 (CSA-300) monthly	01Jun19 (CSA-300) hourly	01Jun19 (CSA-300) monthly	01Jun20 (CSA-300) hourly	01Jun20 (CSA-300) monthly	01Jun21 (CSA-300) hourly	01Jun21 (CSA-300) monthly	01Jun22 (CSA-300) hourly	01Jun22 (CSA-300) monthly
1	000	Start	\$14.87	\$2,543.16	\$16.78	\$2,908.62	\$17.31	\$2,999.92	\$17.77	\$3,080.92	\$18.26	\$3,164.34	\$18.75	\$3,250.27
2	012	After 1 year	\$15.29	\$2,650.57	\$17.54	\$3,040.35	\$18.09	\$3,136.26	\$18.59	\$3,221.35	\$19.09	\$3,308.99	\$19.61	\$3,399.26
3	024	After 2 years	\$15.93	\$2,761.94	\$18.33	\$3,177.28	\$18.91	\$3,277.98	\$19.43	\$3,367.32	\$19.96	\$3,459.34	\$20.50	\$3,554.12
4	036	After 3 years	\$16.63	\$2,883.27	\$19.16	\$3,321.14	\$19.77	\$3,426.88	\$20.31	\$3,520.69	\$20.87	\$3,617.31	\$21.44	\$3,716.83
5	048	After 4 years	\$17.31	\$3,000.60	\$19.96	\$3,459.81	\$20.60	\$3,570.40	\$21.16	\$3,668.51	\$21.75	\$3,769.57	\$22.35	\$3,873.65
6	060	After 5 years	\$17.97	\$3,113.97	\$20.80	\$3,605.40	\$21.47	\$3,721.09	\$22.06	\$3,823.72	\$22.67	\$3,929.44	\$23.30	\$4,038.32
7	072	After 6 years	\$18.64	\$3,231.31	\$21.58	\$3,740.60	\$22.28	\$3,861.02	\$22.89	\$3,967.85	\$23.53	\$4,077.89	\$24.18	\$4,191.22
8	084	After 7 years	\$19.33	\$3,350.64	\$22.39	\$3,881.00	\$23.11	\$4,006.33	\$23.76	\$4,117.52	\$24.42	\$4,232.05	\$25.10	\$4,350.01
9	096	After 8 years	\$20.07	\$3,477.94	\$23.33	\$4,043.93	\$24.09	\$4,174.97	\$24.76	\$4,291.21	\$25.45	\$4,410.95	\$26.16	\$4,534.28
10	108	After 9 years	\$27.67	\$4,796.54	\$29.15	\$5,052.71	\$30.11	\$5,219.05	\$30.96	\$5,366.63	\$31.84	\$5,518.62	\$32.74	\$5,675.18

Pay Table
885

Canadian CSA -SECRETARY
CSA Monthly Rate + \$100.00 Secretary Override

Job code:
Full-time 092820
Part-time 092830

Step	# of months at each step		01Apr17 (3%) monthly incl override	01JApr18 (CSA-100) hourly	01Apr18 (CSA-100) monthly	01Jun19 (CSA-100) hourly	01Jun19 (CSA-100) monthly	01Jun20 (CSA-100) hourly	01Jun20 (CSA-100) monthly	01Jun21 (CSA-100) hourly	01Jun21 (CSA-100) monthly	01Jun22 (CSA-100) hourly	01Jun22 (CSA-100) monthly
1	000	Start	\$2,343.16	\$15.63	\$2,708.62	\$16.15	\$2,799.92	\$16.62	\$2,880.92	\$17.10	\$2,964.34	\$17.60	\$3,050.27
2	012	After 1 year	\$2,450.57	\$16.39	\$2,840.35	\$16.94	\$2,936.26	\$17.43	\$3,021.35	\$17.94	\$3,108.99	\$18.46	\$3,199.26
3	024	After 2 years	\$2,561.94	\$17.18	\$2,977.28	\$17.76	\$3,077.98	\$18.27	\$3,167.32	\$18.80	\$3,259.34	\$19.35	\$3,354.12
4	036	After 3 years	\$2,683.27	\$18.01	\$3,121.14	\$18.62	\$3,226.88	\$19.16	\$3,320.69	\$19.72	\$3,417.31	\$20.29	\$3,516.83
5	048	After 4 years	\$2,800.60	\$18.81	\$3,259.81	\$19.44	\$3,370.40	\$20.01	\$3,468.51	\$20.59	\$3,569.57	\$21.19	\$3,673.65
6	060	After 5 years	\$2,913.97	\$19.65	\$3,405.40	\$20.31	\$3,521.09	\$20.91	\$3,623.72	\$21.52	\$3,729.44	\$22.14	\$3,838.32
7	072	After 6 years	\$3,031.31	\$20.43	\$3,540.60	\$21.12	\$3,661.02	\$21.74	\$3,767.85	\$22.37	\$3,877.89	\$23.03	\$3,991.22
8	084	After 7 years	\$3,150.64	\$21.24	\$3,681.00	\$21.96	\$3,806.33	\$22.60	\$3,917.52	\$23.26	\$4,032.05	\$23.94	\$4,150.01
9	096	After 8 years	\$3,277.94	\$22.18	\$3,843.93	\$22.93	\$3,974.97	\$23.60	\$4,091.21	\$24.29	\$4,210.95	\$25.01	\$4,334.28
10	108	After 9 years	\$4,596.54	\$28.00	\$4,852.71	\$28.96	\$5,019.05	\$29.81	\$5,166.63	\$30.68	\$5,318.62	\$31.59	\$5,475.18

APPENDIX 1 – Working Group to Study Sick Leave

June 10, 2014

Mr. Steven Hadden
President
TC Local 1976, USW
2360 de La Salle Room 202
Montreal, Quebec

Dear Mr. Hadden,

This letter references our discussions during negotiations regarding the current sick leave plan (Article 17).

Both parties agree that no later than one year from the date of ratification of this agreement, it would be beneficial to convene a working group to study the possibility and feasibility of replacing the current sick leave plan with a “paid time off” plan.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space below.

Yours truly, /s/ Charisse Evans	I concur, /s/ Steven Hadden
Charisse Evans Vice President – Airport Customer Service - International	Steven Hadden President, TC Local 1976. USW

APPENDIX 2 – [Reserved for Future Use]

APPENDIX 3 – Red Coat/ALA/CSA-Secretary Selection Matrix

[Insert Date]

Mr. Steven Hadden
 President
 TC Local 1976, USW
 2360 de La Salle Room 202
 Montreal, Quebec

Dear Mr. Hadden,

During negotiations the parties agreed that the selection process for Red Coats and Aircraft Load Agents should include increased elements of objectivity and transparency. To that end, an agreement was reached to incorporate the following points based matrix into the selection process:

Prior Discipline	Relevant Above/Below Wing Experience ¹	History of Reliability(Occasions of unscheduled absence/tardy 12 mos lookback)	Interview Score	Total Score
None – 200 Active written warning – 100 Active Corrective Action Notice or above - 0	Both – 200 Above or Below - 160	0 – 200 1 to 2 – 180 3 to 4 – 160 5 Occasions - 120 More than 5 – 0	10 – 400 9 – 360 8 – 320 7 – 280 6 – 240 5 – 200 4 – 160 3 – 120 2 – 80 1 – 40	750 or higher to be in selectee pool

The matrix establishes a selectee pool. If an employee scores 750 points or higher they are in the selectee pool. The candidate selected will be the employee in the pool with the highest seniority. A candidate's score will remain valid for 3 months, however, if circumstances change (e.g., relevant experience is gained) a candidate can re-submit for an opening within the 3 month period and attempt to increase their point total. Additionally, the parties agree that a Union representative is allowed to observe the interview process and see candidate scores but may not assist in the interview and does not have a say in who is hired.

Once a Red Coat/Aircraft Load Agent is selected, they will be placed on a six month evaluation period, during which time they will have an opportunity to demonstrate the ability to satisfactorily perform all the duties and responsibilities of the position. At a minimum, the station manager will meet

¹ The possibility for 200 points in this category will apply in cases where the pool of applicants includes employees who have above and below wing experience in the Delta operation. In the event that no candidates have both above and below wing experience, the selectee point total will be 710 points. **Employees applying for the CSA-Secretary position will receive 160 points in the relevant experience category.**

with the Red Coat/Aircraft Load Agent after three months to discuss any performance issues. The Company retains the right to remove a Red Coat/Aircraft Load Agent from the position at any point during the six month evaluation period without need to show just cause. In the event an employee is removed from a Red Coat/Aircraft Load Agent position during the six month evaluation period for failure to satisfactorily perform the functions of the position they will be returned to the CSA position they previously held. Likewise, if an employee voluntarily steps down from a Red Coat/Aircraft Load agent position at any point, they will be returned to the CSA position they previously held.

In the event of a staffing reduction, either Red Coat or Aircraft Load Agent, in stations that have both above and below wing functions, cross-functional training will be offered to the impacted individual prior to any potential return to the customer service agent position.

Transition from the Lead program to the Red Coat/Aircraft Load Agent program, will occur on October 1, 2014. Employees who hold a Lead position on September 30, 2014 will “grandfather” into the Red Coat/Aircraft Load Agent program without evaluation and selection under the above matrix.

Yours truly, /s/ Charisse Evans	I concur, /s/ Steven Hadden
Charisse Evans Vice President – Airport Customer Service - International	Steven Hadden President, TC Local 1976. USW

APPENDIX 4 - Insurance

Atlanta, May 14, 2009

Ms. Nathalie Lapointe
President
TC Local 1976, USW
2360 de La Salle Room 202
Montreal, Quebec

Dear Ms. Lapointe,

This refers to our recent discussions during negotiations concerning the Company's request to reduce insurance cost.

During negotiations the Union indicated to the Company that cost saving measures to the Insurance plan could be significant if the Union administered the plan.

Although the Company could not agree to this request, the Company is willing to explore the feasibility of this request, due to the Union's belief that it may be able to offer potential cost savings that could be beneficial to both parties.

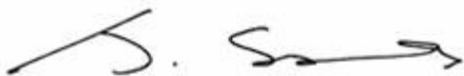
The Company did agree that the Union may submit a proposal to the Company for consideration 120 days prior to the end of the Company's current Insurance provider contract.

In order for the Union to submit a competitive proposal the Company agrees to provide the Union with the current insurance cost and other related information that may be required for the proposal.

It is also understood, that if required, the parties may modify the language of the Collective Agreement in order to accommodate any agreed upon changes.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space below.

Yours truly



James Sarvis
Vice President, Airport Customer Service

I concur



Nathalie Lapointe
President, TC Local 1976. USW

APPENDIX 5 through 6 Reserved for Future Use

APPENDIX 7 - ASD/SIV Date Escalation Process

August 16, 2011

Mr. Mike Piche
Staff Representative
United Steelworkers USW – Metallos
Canadian National Office
234 Eglinton Ave. East – Suite 800
Toronto, ON M4P 1K7

Dear Mr. Piche,

This will confirm our agreement regarding settlement of Group Grievance G4004/089/09 and the incorporation of a specific escalation process which will be afforded to employees who suspect their Adjusted Service Date (ASD) may be incorrect. The ASD was formerly known at Northwest Airlines as the Sick Injury Vacation (SIV) Date. In the Delta system and under the Collective Agreement, the ASD is only used in determining vacation accrual levels. Now, therefore, it is mutually agreed, effective as of the date of signing of this letter of agreement, as follows:

ASD/SIV Escalation Process Steps

1. Employee presents case to local station Secretary CSA. The Secretary CSA may consider a prospective adjustment if doing so would make a vacation threshold difference under Article 16: A. in the next vacation bid of if the requested adjustment exceeds 30 days. If the issue is not resolved locally, go to Step 2.
2. Secretary CSA coordinates with International Human Resources representative in an attempt to resolve. If no resolution, go to Step 3.
3. International Human Resources goes to Labor Relations for interpretation issues in an attempt to resolve. If no resolution, go to Step 4.
4. Employee has the option to pursue resolution through contractual grievance process in Article 19 of the collective bargaining agreement.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space below.

Yours truly, /s/ James Sarvis	I concur, /s/ Mike Piche
James Sarvis Vice President, Airport Customer Service	Mike Piche USW Staff Representative Canadian National Office

APPENDIX 8 through 10 Reserved for Future Use

08/20/1982 – Falsification of Sick Leave

August 20, 1982

Arlo T. Bertsch
General Chairman
Brotherhood of Railway, Airline and Steamship Clerks
1500 East 79th Street, Suite 112
Minneapolis, Minnesota 55420

Dear Mr. Bertsch:

This will confirm the agreement of BRAC and the employees of the Company represented by BRAC on the subject of falsification of a claim for sick leave pay.

1. Intentional falsification of a claim for sick leave pay for the purpose of obtaining sick leave pay when the circumstances of the absence do not entitle the employee to sick leave pay constitutes just cause for immediate discharge.
2. Progressive discipline is not required, and lack of progressive discipline is no defense in the case of a discharge for such offense.
3. Should the Company in its discretion impose discipline less than discharge in any given case involving such offense, its action will be of no value as evidence in any arbitration proceedings and will in no way diminish the agreement of the parties that just cause existed for the employee's discharge.

Very truly yours,

NORTHWEST AIRLINES, INC.

/s/ Gerald E. Wallin
Labor Relations Attorney

Agreed for BRAC and BRAC-
Represented Employees By:

/s/ Arlo T. Bertsch
General Chairman

03/31/1984 – Reporting for Work Under the Influence of Alcohol

March 31, 1984

Mr. Arlo T. Bertsch
General Chairman
Brotherhood of Railway and Airline Clerks
1500 East 79th Street, Suite 126
Minneapolis, Minnesota 55420

Dear Mr. Bertsch:

This will confirm the agreement of the BRAC and the employees of the Company represented by BRAC on the subject of on-the-job intoxication as follows:

1. The BRAC recognizes that any BRAC-represented employee who reports to work with a blood/alcohol level of .10 or higher is conclusively presumed to be under the influence of alcohol in violation of Company rules prohibiting same, and that such violation constitutes just cause for immediate discharge. NWA and the BRAC recognize that blood/alcohol levels of less than .10 may or may not constitute a violation of reporting to work under the influence of alcohol, depending upon the individual facts and circumstances.
2. Should the Company in its discretion impose discipline less than discharge in any given case involving the offense set forth in paragraph 1. above, its action will be of no value as evidence in any arbitration proceedings and will in no way diminish the agreement of the parties that just cause existed for the employee's discharge.

Accepted and Agreed to for

BRAC and BRAC-Represented
Employees

/s/ Arlo T. Bertsch

General Chairman

Yours very truly,

NORTHWEST AIRLINES, INC.

/s/ Robert A. Brodin

Sr. Labor Relations Attorney

08/30/1985 – Falsification of Records

August 30, 1985

Mr. Arlo T. Bertsch, General Chairman
Brotherhood of Railway and Airline Clerks
1500 East 79th Street, Suite 126
Minneapolis, Minnesota 55420

Dear Mr. Bertsch:

This will confirm the agreement of the BRAC and the employees of the Company represented by BRAC with respect to falsification of Company records or submission of false Company records.

1. Falsification of Company records (whether by act or omission) resulting in a claim by an employee for wages or medical expenses to which the employee is not entitled is deemed to constitute theft and in the absence of compelling and extraordinary mitigating circumstances is just cause for immediate discharge.
2. An employee's long years of service or prior good work record with the Company are examples of circumstances that are not "compelling and extraordinary mitigating circumstances".
3. Progressive discipline is not required, and lack of progressive discipline is no defense in the case of a discharge for such an offense.
4. Should the Company in its discretion impose discipline less than discharge in any given case involving such offense, its action will be of no value as evidence in any arbitration proceedings and will in no way diminish the agreement of the parties that just cause existed for the employee's discharge.
5. This letter of agreement supersedes our letter of agreement dated August 19, 1982, on the same subject.

Agreed to for BRAC and
BRAC-represented employees
by:

Yours very truly,

/s/ Arlo T. Bertsch
General Chairman

/s/ Terry M. Erskine
Vice President-Industrial Relations

04/24/1987 – Ramp Operations at Montreal and Toronto

April 24, 1987

Mr. Arlo T. Bertsch, General Chairman
Brotherhood of Railway and Airline Clerks
1500 East 79th Street, Suite 126
Minneapolis, Minnesota 55420

Dear Mr. Bertsch:

This will confirm our discussions during merger negotiations on April 23 and 24, 1987.

During the term of the current Agreement, ramp operations at Montreal and Toronto will continue to be handled by transportation agents.

Northwest will be moving to a consolidated freight facility in Toronto. The operator of the consolidated facility will be performing all freight build-up and break-down. Transportation agents will perform customer service/documenting functions. The question of freight running is still open. However, the Company does not intend to reduce the transportation agent complement at Toronto during the term of the current Agreement as a result of moving to the consolidated freight facility.

Yours very truly,

/s/ Michael I. Fahey

Staff Vice President

Labor Relations

03/02/1989 – Side Letters

March 2, 1989

Mr. John Amato
Ass't General Chairman
Transportation Communications Union
301-5415 Dundas Street W.
Islington, Ontario M9B 1B5

Dear Mr. Amato:

This will confirm our agreement that the following side letters between the Company and the Transportation Communications Union covering domestic employees will from this date forward also apply in principle with equal force and effect to the Company's TCU-represented employees in Canada:

4/24/57	Daylight Savings Time
4/11/67	Review Board
11/7/74	Transportation Agent Training
8/20/82	Falsification of Sick Leave Claim
3/31/84	On-The-Job Intoxication
8/30/85	Falsification of Records
9/11/85	Supplemental Insurance
4/24/87	Ramp Operations at Montreal and Toronto

Yours very truly,

/s/ Michael I. Fahey

Agreed to for TCU by:

/s/ John Amato

Assistant General Chairman

A1170

12/04/1995 – Customer Service Work at Vancouver

December 4, 1995

Mr. Donald J. Bujold
National President
Trucking Division
Transportation Communications Union
2285-D St Laurent Boulevard, Unit 11
Ottawa, Ontario
CANADA K1G4Z7

Dear Mr. Bujold:

This letter will serve to confirm the agreement that we reached in our meeting on November 29, 1995, in Montreal.

As you know, Northwest has for years operated into the Canadian cities of Edmonton, Montreal, Toronto and Winnipeg. Pursuant to Article 2 J. of the NWA/TCU Collective Bargaining Agreement (Agreement), the normal and customary Customer Service Agent work being performed as of July 13, 1989, at those four stations must be performed by TCU-represented employees and cannot be contracted out.

As we discussed, it is the Companys position that any additional stations are not covered by the NWA/TCU Agreement and may be staffed at Company discretion.

We have reached the following agreement:

1. Customer Service Agent work (upstairs/passenger service side) at Vancouver will be added to those cities (Edmonton, Montreal, Toronto, and Winnipeg) currently covered under Article 2 J. of the Agreement. The Company will move expeditiously to fill these positions subject to renegotiation of existing handling agreements and obtaining necessary space.
2. It is understood and agreed that the remaining cities (Calgary, Halifax, Ottawa, Regina and Saskatoon) and any future additional cities, are not covered by the Agreement and may, in the sole discretion of the Company, be staffed with employees covered by this Agreement or contracted out.

Please sign below indicating your concurrence and return an executed copy to me.

Sincerely,

Robert A. Brodin

Vice-President Labor –Relations

Accepted and Agreed to for the
Transportation Communications Union
on this 6th day of December, 1995.

Donald J. Bujold

National President

04/20/1999 – Provincial Medical Programs – Supplemental Medical Insurance

April 20, 1999

Mr. Dennis Deveau
National Secretary-Treasurer
Transportation Communications Union
2285-D St Laurent Blvd, Unit 11
Ottawa, Ontario K1G 4Z7

Re: Provincial Medical Programs

Dear Mr. Deveau:

During recent contract negotiations, we discussed a problem of lack of coverage under the Provincial medical programs provided by the Canadian Government when Canadian TCU employees are present in the United States for Company-required training. You have advised me that such employees may purchase supplemental coverage to maintain their medical benefits while in the United States at the same level they are at while in Canada.

This will confirm our agreement that under Article 8, Service Away From Headquarters, Paragraph D, the cost of such supplemental medical insurance will be a Reasonable and necessary@ reimbursable expense for employees assigned to Company-required training in the United States.

Sincerely,

NORTHWEST AIRLINES, INC.

Gary L. Soma

Director, Labor Relations

AGREED AND ACCEPTED:

Dennis Deveau

National Secretary-Treasurer

04/20/1999 – Retirement Plan Agreement

RETIREMENT PLAN AGREEMENT
FOR
NORTHWEST AIRLINES
PENSION PLAN FOR CANADIAN EMPLOYEES

THIS AGREEMENT is entered into this 20th day of April, 1999, by and between NORTHWEST AIRLINES, INC., a corporation organized under the laws of the State of Minnesota, United States of America (hereinafter sometimes called the "Employer") and TC Local 1976 of the United Steelworkers (hereinafter sometimes called the "Union").

WHEREAS, Certain employees of the Employer employed in Canada in positions subject to the legislative authority of the Parliament of Canada as represented by the Union for collective bargaining purposes (hereinafter individually an "Employee" and collectively the "Employees"); and

WHEREAS, The Employer and the Union have heretofore adopted the defined benefit pension plan known as the ANorthwest Airlines Pension Plan for Canadian Employees and nine (9) amendments thereto (such plan and nine amendments being hereinafter collectively referred to as the "Pension Plan"); and

WHEREAS, The Employer and the Union, by collective bargaining, have agreed to establish new monthly dollar amounts per year of Benefit Service for the purposes of the Pension Plan;

NOW, THEREFORE, The parties agree as follows:

1. **BENEFIT LEVELS.** The monthly dollar amount per year of Benefit Service to be used to compute the monthly amount of pension which is payable to or with respect to a Participant who retires, dies, or otherwise terminates employment after September 25, 1996, and which is due as of the last day of a calendar month that occurs coincident with or following the signing of this Agreement shall be as follows:

Classification	Monthly dollar amount per year of Benefit Service (in Canadian dollars)
Red Coat/ALA	\$60.18
Customer Service Agent, Customer Service Agent- Secretary and Ticket Sales Agent	\$50.94
All other w/c classifications covered by the collective bargaining agreement for Canadian employees	\$37.34

For this purpose, the employee groups shall be determined by reference to the work classifications covered by the collective bargaining agreements between the Employer and the Union.

2. INTER-CONTRACT ESCALATOR. The monthly dollar amount per year of Benefit Service to be used to compute the monthly amount of pension which is payable to or with respect to a Participant who, after December 31, 1992 or before September 25, 1996, retired on a Normal Retirement Pension, Early Retirement Pension or Disability Retirement Pension after attaining age sixty-two (62) years and completing ten (10) years of Benefit Service, and which is due as of the last day of a calendar month that occurs coincident with or following the signing of this Agreement shall be the amount set forth in section 1 of this Agreement. This provision shall not be applicable to any participant after September 25, 1996.

3. PERMANENCE. The Employer and the Union agree that the Pension Plan shall continue in effect without change as the exclusive statement of the pension plan for Employees for the period covered by the collective bargaining agreement relating to Employees and as that collective bargaining agreement may be renewed from time to time thereafter, unless written notice of intended change in the Pension Plan or this Retirement Plan Agreement is served in accordance with the Canadian Labour Code, as amended, by either party hereto.

4. QUALIFICATION. It is the intent of the Employer and the Union that the Pension Plan shall comply with the pertinent provisions of the Canadian Pension Benefits Standards Act, applicable provincial laws and the Canadian federal income tax laws, insofar as they are applicable to Employees employed in positions subject to the legislative authority of the Parliament of Canada. The Employer agrees to submit this Agreement to the Office of the Superintendent of Financial Institutions and Revenue Canada for ruling and approval. The Employer and the Union agree to negotiate any amendments to this Agreement and the Pension Plan as may be necessary to obtain and retain such approval. In the event the Employer is unable to obtain such approval, or if, after obtaining such approval, such approval is withdrawn for any reason, then this Agreement shall be null and void and the Employer and the Union will meet to determine the disposition of funds which would otherwise be contributed to the support of the Pension Plan.

IN WITNESS WHEREOF, NORTHWEST AIRLINES, INC. and the TRANSPORTATION COMMUNICATIONS UNION have caused this Retirement Plan Agreement to be executed as of the day and first above written.

For TRANSPORTATION COMMUNICATIONS UNION

By *Donald J. Bujold*

Donald J. Bujold

National President

For NORTHWEST AIRLINES, INC.

By *P. Douglas McKeen*

P. Douglas McKeen,

Vice President, Labor Relations

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